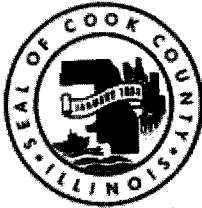


**CONTRACT FOR WORK  
DOCUMENT NO. 1555-14475 EC7**



**COOK COUNTY**

**COUNTY-WIDE JOB ORDER CONTRACT**

**BOOK 1 OF 4 CONTRACT INFORMATION,  
INSTRUCTION TO BIDDERS CONDITIONS OF  
CONTRACT, AND EXECUTION DOCUMENTS**

**BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TONI PRECKWINKLE, PRESIDENT**

**FOR THE  
DEPARTMENT OF CAPITAL PLANNING AND POLICY  
PHILLIP BOOTHBY, DIRECTOR**

**ISSUED BY:  
OFFICE OF THE CHIEF PROCUREMENT OFFICER  
SHANNON E. ANDREWS, CHIEF PROCUREMENT OFFICER**

**BID DEPOSIT IN THE AMOUNT OF \$25,000 TO  
BE EXECUTED IN TRIPPLICATE ALL  
SIGNATURES TO BE SWORN TO BEFORE A  
NOTARY PUBLIC**



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## ADVERTISEMENT FOR BIDS

FOR: COUNTY-WIDE JOB ORDER CONTRACTS

Solicitation Number: 1555-14475

Solicitation #	Discipline	# of Potential Contract Awards	Bid Deposit	Estimated Annual Value	Contract Term	MBE Participation Goal	WBE Participation Goal	DBE Goal (Federal \$ Only)
1555-14475-GC	General Construction	4 Awards	\$25,000	\$3,500,000	2 Years	24%	10%	34%
1555-14475-MC	Mechanical Construction	2 Awards	\$25,000	\$2,500,000	2 Years	24%	10%	34%
1555-14475-EC	Electrical Construction	2 Awards	\$25,000	\$2,500,000	2 Years	24%	10%	34%
1555-14475-SW	Highway/ Site Work	2 Awards	\$25,000	\$2,000,000	2 Years	24%	10%	34%
1555-14475-D	Demolition	2 Awards	\$25,000	\$5,000,000	2 Years	24%	10%	34%
1555-14475-RC	Residential Construction	1 Award	\$25,000	\$0	2 Years	24%	10%	34%
1555-14475-GC-SBE	SBE General Construction	2 Awards	\$25,000	\$1,500,000	2 Years	SBE GOAL = 51%		
1555-14475-MC-SBE	SBE Mechanical Construction	1 Award	\$25,000	\$1,000,000	2 Years	SBE GOAL = 51%		
1555-14475-EC-SBE	SBE Electrical Construction	1 Award	\$25,000	\$1,000,000	2 Years	SBE GOAL = 51%		
1555-14475-SW-SBE	SBE Highway / Site Work	1 Award	\$25,000	\$750,000	2 Years	SBE GOAL = 51%		
1555-14475-D-SBE	SBE Demolition	1 Award	\$25,000	\$750,000	2 Years	SBE GOAL = 51%		
1555-14475-RC-SBE	SBE Residential Construction	1 Award	\$25,000	\$0	2 Years	SBE GOAL = 51%		

THE BID DOCUMENT IS TOO LARGE FOR WEB POSTING. INTERESTED PARTIES MAY REQUEST A COMPACT DISK BY MAIL OR OBTAIN ONE FROM THE OFFICE OF THE CHIEF PROCUREMENT OFFICER, ROOM 1018, COUNTY BUILDING, 118 N. CLARK ST. CHICAGO, ILLINOIS 60602 – M TO F: 9AM TO 4PM.

ONE BID DOCUMENT (COMPACT DISC) PER VENDOR WILL BE AVAILABLE STARTING ON **FRIDAY, MAY 15, 2015.**



Cook County

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YOU ARE ENCOURAGED TO REGISTER WITH THE COUNTY THROUGH THE WEBSITE [WWW.COOKCOUNTYGOV.COM/PURCHASING](http://WWW.COOKCOUNTYGOV.COM/PURCHASING). ALL INFORMATION AND ANNOUNCEMENTS BID WILL BE SENT ELECTRONICALLY TO THOSE WHO HAVE REGISTERED. ANNOUNCEMENTS OR INFORMATION ABOUT THE BID CAN BE ALSO BE DOWNLOADED FROM THE WEBSITE.

COOK COUNTY IS AN EQUAL OPPORTUNITY PURCHASER. SMALL BUSINNES ENTERPRISES, MINORITY OR WOMEN OWNED BUSINESS ENTERPRISES (M/WBE), AND/OR DISADVANTAGED BUSINESS ENTERPRISES (DBE) ARE ENCOURAGED TO SUBMIT BID PROPOSALS. THE COUNTY HAS SET CONTRACT SPECIFIC GOALS BASED ON THE SCOPE OF WORK FOR THE PARTICULAR CONTRACT. INQUIRIES REGARDING THE M/WBE PROGRAM OR PARTICIPATION IN THESE CONTRACTS SHOULD BE DIRECTED TO THE OFFICE OF CONTRACT COMPLIANCE AT (312) 603-5502.

**TWO (2) PRE-BID CONFERENCES** WILL BE HELD FOR THIS SOLICITATION. THE FIRST PRE-BID CONFERENCE WILL BE ON **TUESDAY, JUNE 2, 2015 AT 10:00 A.M. CST** AT THE JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH STREET, CHICAGO, ILLINOIS 60601, ASSEMBLY HALL (LOCATED IN THE LOWER LEVEL ADJACENT TO THE FOOD COURT). THE SECOND PRE-BID CONFERENCE WILL BE ON **THURSDAY, JUNE 4, 2015 AT 10:00 A.M. CST** AT BROOKFIELD ZOO, 3300 GOLF ROAD, BROOKFIELD, IL 60513. DRIVING DIRECTIONS TO THE SOUTH PARKING LOT ARE PROVIDED BELOW.

BROOKFIELD ZOO IS LOCATED AT 1ST AVENUE AND 31ST STREET IN BROOKFIELD, ILLINOIS, APPROXIMATELY 14 MILES WEST OF DOWNTOWN CHICAGO.

FROM CHICAGO, THE ZOO IS ACCESSIBLE FROM THE EISENHOWER EXPRESSWAY-I-290 WESTBOUND. EXIT AT 1ST AVENUE SOUTH. FROM THE NORTH, TAKE THE TRI-STATE TOLLWAY-I-294 SOUTH, THEN EXIT AT 22ND STREET EAST. TRAVELING FROM THE SOUTH, TAKE THE TRI-STATE TOLLWAY-I-294 NORTH, TO THE STEVENSON EXPRESSWAY-I-55 NORTH TO CHICAGO, THEN EXIT AT 1ST AVENUE NORTH.

WHEN ON 1ST AVENUE FOLLOW THE SIGNS SOUTH TO THE SOUTH ENTRANCE. LOCATED WEST OF FIRST AVENUE ON RIDGEWOOD.

JUST PAST THE RIVERSIDE BROOKFIELD HIGH SCHOOL THE FIRST BLOCK YOU COME TO IS GOLF ROAD MAKE A RIGHT TURN

ALL QUESTIONS REGARDING THIS BID ARE DUE ON **THURSDAY, JUNE 11, 2015 NO LATER THAN 3:00 P.M. CST**. EMAIL ALL QUESTIONS TO DANUTA RUSIN, SENIOR CONTRACT NEGOTIATOR (312-603-3948) AT [DANUTA.RUSIN@COOKCOUNTYIL.GOV](mailto:DANUTA.RUSIN@COOKCOUNTYIL.GOV)

**BIDS ARE DUE** AND MUST BE DEPOSITED IN THE BID BOX AT ROOM 1018, COUNTY BUILDING LOCATED AT 118 N. CLARK STREET, CHICAGO, ILLINOIS 60602 **NO LATER THAN 10:00 A.M. CST ON FRIDAY, JUNE 26, 2015.**

THE COOK COUNTY BOARD OF COMMISSIONERS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR AWARD CONTRACTS TO MORE THAN ONE BIDDER.

**BY ORDER OF THE BOARD OF COMMISSIONERS OF COOK COUNTY**

**TONI PRECKWINKLE, COOK COUNTY PRESIDENT**

**SHANNON E. ANDREWS, COOK COUNTY CHIEF PROCUREMENT OFFICER**



## DOCUMENT SUBMITTAL CHECKLIST

**Three originals** of the following documents are required at the time of bid opening for each bid. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1. \_\_\_\_\_ Bid Form 1 - Schedule of Prices
2. \_\_\_\_\_ Bid Form 2 - Determination of the Award Criteria Figure
3. \_\_\_\_\_ Signed Proposal Agreement
4. \_\_\_\_\_ Surety Statement of Qualification for Bonding
5. \_\_\_\_\_ MBE/WBE/DBE/SBE Commitment Form
6. \_\_\_\_\_ Contractor Certifications Regarding Labor Standards and Prevailing Wage Rates
7. \_\_\_\_\_ Bid Deposit Form
8. \_\_\_\_\_ Statement of Relevant Experience
9. \_\_\_\_\_ County of Cook Office of Contract Compliance Affidavit of Joint Venture - MBE/WBE (*if applicable*)
10. \_\_\_\_\_ Mechanical License(s) (*Required for Mechanical Construction Contract Only*)
11. \_\_\_\_\_ Electrical License(s) (*Required for Electrical Construction Contract Only*)
12. \_\_\_\_\_ MBE/WBE/DBE/SBE Participation Plan
13. \_\_\_\_\_ Affidavit of Small Business Requirement (*Required for SBE Contracts Only*)
14. \_\_\_\_\_ Responsible Bidder Requirement
15. \_\_\_\_\_ Confidentiality Form
16. \_\_\_\_\_ Key Personnel
17. \_\_\_\_\_ Veteran's Preference For VBE and SDVBE (*if applicable*)
18. \_\_\_\_\_ Affidavit Veteran's Workplace Preference and Public Work Contracts (*if applicable*)
19. \_\_\_\_\_ Economic Disclosure Statement
  - a. \_\_\_\_\_ Section 2 - Certifications
  - b. \_\_\_\_\_ Section 3 - Required Disclosures
    - 1) \_\_\_\_\_ Cook County Affidavit of Child Support Obligations
    - 2) \_\_\_\_\_ Cook County Disclosure of Ownership Interest Statement
    - 3) \_\_\_\_\_ Sworn Familial Relationship Disclosure Form
  - c. \_\_\_\_\_ Section 4 - Contract and Economic Disclosure Statement Execution Pages
  - d. \_\_\_\_\_ Section 5 - Cook County Signature Page (To be left blank - County to complete later)
20. \_\_\_\_\_ Certified Certificate of Eligibility (*Required for Highway/Site Work Contract Only*)
21. \_\_\_\_\_ Sworn Affidavit of Availability (*Required for Highway/Site Work Contract Only*)



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## SECTION 1 - CONTRACT INFORMATION

### CI-01 DEFINITIONS

- A. **ADJUSTMENT FACTOR** means a competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- B. **AFFILIATE**, An "Affiliate" of, or a person "Affiliated" with, a s specified person means any person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the person specified.
- C. **ARCHITECT** (also referred to as "Consultant" "Engineer") will be determined with each Job Order.
- D. **AWARD CRITERIA FIGURE** means the amount determined on Bid Form 2, which is used for the purpose of determining the lowest Bid.
- E. **BID** means a response to a Bid Notice containing all Bid Documents and any other documents or information the Bidder is required to provide.
- F. **BIDDER(S)** means any person who submits a Bid.
- G. **CITY** means the municipality in which the Work is to be located.
- H. **CHIEF PROCUREMENT OFFICER** is the Chief Procurement Officer, County of Cook, Illinois
- I. **CODE** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website. This page can be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."
- J. **CONTRACT** means the agreement between the County and Contractor as set forth in the Contract Documents.
- K. **CONTRACT BASE TERM** means the initial period of the Contract and does not include any Renewal Terms.
- L. **CONTRACT DOCUMENTS** means collectively the Advertisement for Bid; Book 1, Contract Information, Instructions to Bidders Conditions of Contract, and Execution Documents; Book 2, General Conditions and Special Conditions; Book 3, the Construction Task Catalog®; Book 4, Technical Specifications; Addenda, if any; any statements, certifications, and bonds set forth or required by the foregoing; and all Job Orders and accompanying documents (Requests for Price Proposals, Detailed Scopes of Work, Price Proposals Job Order Proposal Packages, Plans and Drawings, Site Inspection Certificate, etc.) issued pursuant to the Contract. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- M. **CONTRACTOR** means the person that enters into a Contract with the County.
- N. **CONSTRUCTION MANAGER** is not applicable at this time but may be assigned with any Job Order. Any reference to a Construction Manager in the body of the documents shall be construed as a reference to the County or Architect, at the option of the County.
- O. **CONSTRUCTION TASK CATALOG® (CTC)** means Book 3 of the Contract Documents. The CTC is a comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price (also referred to as the CTC).



- P. **COUNTY'S REPRESENTATIVE** means the Architect, Program Manager, Project Manager, Construction Manager, or any other designee as authorized by the County.
- Q. **CRITICAL PATH ACTIVITIES** means activities which control the Project duration. These are the activities or sequences of activities that take the most time to complete, and therefore have the greatest potential to delay the Project.
- R. **DETAILED SCOPE OF WORK** means a document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- S. **DIRECTOR** is the Director, or in their absence the Deputy Director, of the Department of Capital Planning and Policy, County of Cook, Illinois.
- T. **DRAWINGS** means all drawings and plans or reproductions of drawings and plans pertaining to the Work contemplated and its appurtenances.
- U. **ESTIMATED ANNUAL VALUE** means an estimate of the value of each Contract issued in accordance with the Contract Documents.
- V. **FINAL COMPLETION** means all aspects of the Project are complete, including all punchlist items and corrective work, any Warranty Materials allowed to be provided after Substantial Completion pursuant to the Contract Documents have been delivered, all Project Closeout Items have been provided, and the Contractor's final payment application has been approved by the County and the Architect.
- W. **FURNISH** means furnish only. Materials or items to be furnished shall be consigned to the Contractor and delivered to the site.
- X. **HOLIDAY** means any of the following days: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Casimir Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and any Holidays specific to individual user agencies such as the Cook County Health and Hospitals System.
- Y. **INSTALL** means install only. Materials or items to be furnished by others. Such materials or items shall be received at the site, unloaded, stored, protected, and installed in place, including connections, auxiliary items, and other work required for a complete and functioning installation, unless any such work is specifically excluded.
- Z. **JOB ORDER** means a written document requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A Job Order will normally be in the form of a Purchase Order issued by the County. An individual Project may consist of one or more Job Orders.
- AA. **JOB ORDER COMPLETION TIME** means the time within which the Contractor must complete the Detailed Scope of Work.
- BB. **JOB ORDER PRICE** means the firm, fixed, lump sum amount a Contractor will be paid for completing a Job Order.
- CC. **JOB ORDER PROPOSAL PACKAGE** means a set of documents including but not necessarily limited to: (1) a Job Order Price Proposal; (2) a proposed project schedule; (3) a list of proposed subcontractors indicating MBE/WBE/DBE status; (4) sketches, drawings, or layouts; and (5) technical data or information on proposed materials or equipment.
- DD. **JOINT SCOPE MEETING** means a meeting to discuss the work before the Detailed Scope of Work is finalized.



- EE. **KEY PERSONNEL** shall mean those individuals identified in Book 1, Section 6 on the form and included in your bid.
- FF. **LEED** stands for "Leadership in Energy & Environmental Design". It is a set of criteria formulated by the U.S. Green Building Council. Per Cook County mandate all newly constructed buildings, and buildings undergoing Capital Improvements, will be in compliance with the standards and requirements for the LEED Green Building Rating System. LEED Requirements, if any, will be identified with the Job Order.
- GG. **NON PRE-PRICED TASK** means an item of work required by the Detailed Scope of Work but not included in the Construction Task Catalog®.
- HH. **NORMAL WORKING HOURS** means the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for County holidays.
- II. **NOTICE OF AWARD** means a written notice that the Contract has been awarded to the Contractor, subject to proper bonding, insurance and other requirements of execution, which will be issued to the Contractor by the Chief Procurement Officer of Cook County.
- JJ. **NOTICE TO PROCEED** means a written notice issued by the County directing the Contractor to proceed with construction activities to complete the Job Order. A Notice to Proceed will not be issued until all permits, if any, have been issued. The Notice to proceed will set forth the construction start date, from which the Job Order Completion Time will be based, and the Substantial Completion date is determined.
- KK. **NOTICE TO PROCEED DATE** means the date of the Notice to Proceed, or such other date as is set forth in the Notice to Proceed.
- LL. **OTHER THAN NORMAL WORKING HOURS** means shall mean the Work that is to take place between the hours of 4:01 p.m. to 6:59 a.m. weekdays and all day Saturday, Sunday, and the County Holidays.
- MM. **OWNER** means collectively the County
- NN. **PRE-PRICED TASK** means an item of work included in the Construction Task Catalog® for which a Unit Price is given.
- OO. **PRICE PROPOSAL** means a document prepared by the Contractor that includes Pre-priced Tasks from the Construction Task Catalog®, Non Pre-priced tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- PP. **PROGRAM MANAGER** represents the Owner for the purpose of a Job Order.
- QQ. **PROHIBITED ACTS** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.
- RR. **PROJECT** means, collectively, the improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- SS. **PROJECT CLOSEOUT ITEMS** means all the following: all construction photographs, including negatives or digital format, as applicable; a copy of the final approved Time Schedule; the As-Built Mark-Ups as described in these Contract Documents or the Job Order; any and all keys and tools required by the Contract Documents; and any and all keys to County facilities which are in Contractor's possession or in possession of its sub-contractors, and any of their employees.
- TT. **PROVIDE** means furnish and install.



- UU. **RENEWAL TERM** means an additional period of time beyond the Contract Base Term which extends the termination date of the Contract.
- VV. **REQUEST FOR PRICE PROPOSAL** means a written request to the Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.
- WW. **SUBCONTRACTOR** means an individual, firm, partnership or corporation other than an employee of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials for the Job Order.
- XX. **SUBSTANTIAL COMPLETION**, "substantial completion", "Substantially Complete" or "substantially complete" means the Work or designated portion of the Work is sufficiently complete, in accordance with the Contract Documents, such that the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, and Contractor has delivered the Warranty Materials to the extent required by GC-55. Substantial Completion shall not be deemed to have occurred until (i) the Contractor has provided or completed all of the pre-requisites for the Owner to occupy or utilize the Work as intended, including the provision of all training, manuals, drawings and documents required for the Owner to start occupying, operating and maintaining the Work, (ii) approval for the Work to be occupied has been issued by the appropriate government authorities, and (iii) the Architect issues a Certificate of Substantial Completion in accordance with Substantial Completion of the Work section in the General Condition, setting forth the Date of Substantial Completion, and signed by all parties indicated on the Certificate, including the County.
- YY. **SYSTEM** or "system" means a network of assemblies, components and parts, interfaced with each other and with any existing building equipment or utilities as required to provide integrated unit(s) and a functionally complete and operable product, turned over to the Owner in condition for service.
- ZZ. **TECHNICAL SPECIFICATIONS** means Book Four of the Contract Documents. The Technical Specifications contain written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. With regard to the Technical Specifications contained in Book 4, the grouping of work items is for convenience only and in no way shall imply or relate to the jurisdiction of each trade involved. The Contractor is charged with the responsibility to divide the aspects of the Work among the trades and subcontractors appropriately. None of the Architect, the Construction Manager or the Owner assumes responsibility for such interpretations or divisions.
- AAA. **TIME SCHEDULE** means the time schedule approved by the County in accordance with GC-50 Preconstruction Phase Activities, as the same may be updated from time to time, subject to County's approval. The Time Schedule must meet all the requirements in GC-05, which shall set forth all Critical Path and other activities necessary to perform the Work in accordance with the Contract Documents. The Time Schedule must set forth the "Critical Path" activities showing all interrelationships with other activities as required to complete the Project.
- BBB. **UNIT PRICE** means the price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.
- CCC. **UTILITY** or "utility" means a commodity or service, such as electricity, water, sewer, and telecommunications, traditionally provided by a public utility, but including such as may be provided by private companies or providers.



- DDD. **WORK** means all materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Job Order.

## CI-02 OVERVIEW OF THE CONTRACT

- A. A Job Order Contract is an indefinite quantity Contract pursuant to which the Contractor will perform one or more individual Job Orders at different locations for Cook County Departments.
- B. The bid documents include a Construction Task Catalog® (CTC) containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material, and equipment prices and are for the direct cost of construction. The Contractor will bid a set of Adjustment Factors that are to be applied to the Unit Prices contained in the CTC.
- C. Contracts will be awarded to the lowest, responsive and responsible bidders. The County intends to award one or more contracts in each of the following construction disciplines:

<i>General Construction</i>
<i>Mechanical Construction</i>
<i>Electrical Construction</i>
<i>Highway / Site Work</i>
<i>Demolition</i>
<i>Residential Construction</i>

- D. Thereafter, as Job Orders are identified, the Contractor will jointly scope the work with the County. The County will prepare a Detailed Scope of Work and issue a Request for Price Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal which includes but is not limited to a Job Order Price Proposal, work schedule, sketches and drawings, a list of subcontractors, Utilization Plan, and other requested documentation. The Job Order Price is determined by multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. If the Job Order Proposal is found to be reasonable, a Job Order may be issued by the County. Extra work, credits, and deletions will be contained in additional Supplemental Job Orders.



**CI-03 GENERAL CONTRACT INFORMATION****A. Contracts:**

<b><i>Discipline</i></b>	<b><i>Scope of Work</i></b>
<i>General Construction</i>	<i>Used primarily for Job Orders whose Detailed Scope of Work involves general construction trades where the overall Work to be performed is outside the Scope of Work of the other JOC Contracts.</i>
<i>Mechanical Construction</i>	<i>Used primarily for Job Orders whose Detailed Scope of Work primarily involves mechanical and HVAC Work.</i>
<i>Electrical Construction</i>	<i>Used primarily for Job Orders whose Detailed Scope of Work primarily involves electrical Work.</i>
<i>Highway / Site Work</i>	<i>Used primarily for Job Orders whose Detailed Scope of Work primarily involves the repair and alteration of flat work/site work, structures and other infrastructure including but not limited to bridges, streets, highways, sidewalks, paving, landscaping, drainage structures, and storm sewers, curbs and gutters.</i>
<i>Demolition</i>	<i>Used primarily for Job Orders whose Detailed Scope of Work primarily includes demolition of whole structures.</i>
<i>Residential Construction</i>	<i>Used primarily for Job Orders whose Detailed Scope of Work is for Residential Work.</i>

- B. The County will evaluate the overall Detailed Scope of Work to determine which discipline a Job Order will be assigned. Unless the County decides otherwise, the Detailed Scope of Work will not be subdivided among the various disciplines. However, the County reserves the right to assign any portion of the Detailed Scope of Work to any discipline.



**C. Scope of Work**

Services to be performed under this Contract will be individual Job Orders that may include building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to County facilities. Job Orders will be issued by the County directly with the Contractor. Ordering work will conform to the Job Ordering procedure as specified in Book 2, JOC General Conditions, Article II.B.

- D. Award of Contracts:** Contract(s), if awarded, will be to the lowest responsible and responsive bidder(s), as determined by the Chief Procurement Officer, for **General Construction, Mechanical Construction, Electrical Construction, Highway/Site Work, Demolition, and Residential Construction** services. The Chief Procurement Officer and the Cook County Board of Commissioners reserve the right to reject any and all bids.

**CI-04 CONTRACT BASE PERFORMANCE PERIOD**

- A. The Contract Base Term is two (2) years. **Contract period is from June 1, 2016 through May 31, 2018.**
- B. There are two (2) Renewal Terms of one (1) year each. Both parties must agree to extend the Contract for the Renewal Term(s).
- C. All conditions of the Contract shall be in effect for any Job Order issued during the term of the Contract until the Job Order has been completed even if the completion date occurs after the termination date of the Contract.

**CI-05 CONTRACT AMOUNT**

- A. There is no Minimum Contract Value for this Contract.
- B. The Estimated Annual Value of County issued Job Orders for each Contract is:

<i>Discipline</i>	<i>Estimated Annual Value</i>	<i>Estimated Annual Value for SBE Contracts</i>
<i>General Construction</i>	<i>\$3,500,000</i>	<i>\$1,500,000</i>
<i>Mechanical Construction</i>	<i>\$2,500,000</i>	<i>\$1,000,000</i>
<i>Electrical Construction</i>	<i>2,500,000</i>	<i>\$1,000,000</i>
<i>Highway / Site Work</i>	<i>\$2,000,000</i>	<i>\$750,000</i>
<i>Demolition</i>	<i>\$5,000,000</i>	<i>\$750,000</i>
<i>Residential Construction</i>	<i>\$0</i>	<i>\$0</i>

**CI-06 CONTRACT DOCUMENTS**

- A. The Contract consists of the following component books :
- Book 1: Contract Information, Instructions to Bidders Condition of Contract, and Execution Documents
  - Book 2: General Conditions and Special Conditions
  - Book 3: The Construction Task Catalog® (CTC)



4. Book 4: Technical Specifications
- B. The specifications are divided into the following and are used for all disciplines:
1. **Book 4a - Technical Specifications**
  2. **Book 4b - Technical Specifications for Cook County Department of Transportation and Highways** for Pre-priced Tasks contained in section 32 01 95 of Book 3, The Construction Task Catalog®.
  3. **Book 4c - Additional Specifications for Cook County Department of Transportation and Highways** for work not listed in the Book 3, The Construction Task Catalog®, but may be used during the course of the contract.

#### CI-07 ADJUSTMENT FACTORS

- A. There are three (3) Adjustment Factors for the Contract:
1. **Normal Working Hours:** Monday through Friday 7:00 am to 4:00 pm except holidays .
  2. **Other Than Normal Working Hours:** Monday through Friday 4:01 pm to 6:59 am and all day Saturday, Sunday and holidays.
  3. **Non Pre-priced (NPP) Adjustment Factor:** Applied to Non Pre-price work.
- B. The Adjustment Factors for Normal Working Hours and Other than Normal Working Hours will be updated annually based on the Engineering News Record (ENR) Construction Cost Index (CCI) for the City of Chicago. **The Non Pre-priced Adjustment Factor will remain fixed for the duration of the Contract and will not be updated at anytime.**

#### CI-08 BID PRICING

- A. In order to be considered responsive, each bidder must submit the Adjustment Factors listed in CI-07(A) above.
- B. For bid evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure:

<b><i>Adjustment Factor</i></b>	<b><i>% Weight (For Bid Evaluation Only)</i></b>
<i>Normal Working Hours</i>	60%
<i>Other than Normal Working Hours</i>	30%
<i>Non Pre-priced</i>	10%

- C. The CTC is priced at a net value of 1.0000. The bid shall be an "increase to" (e.g., 1.1000) or "decrease to" (e.g., 0.9500) to the Unit Prices listed in the CTC. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.
- D. ***The Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Hours Adjustment Factor. The Non Pre-priced Adjustment***



**Factor must be equal to or greater than 1.0000.**

- E. The bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-1 to 00-7 of the CTC for a complete explanation of what is included in the Unit Prices and what is not.
- F. **Material price spike adjustment:** For the purpose of this clause, a "major spike" is defined as a spike in a specific material cost of more than 50% above what the cost of that material was at the time of Contract award, or at the time of an annual price adjustment based on the Construction Cost Index.
  - 1. In the event a major spike occurs in a specific material cost, the Contractor may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, the Contractor shall,
    - a). identify the specific material that has experienced a major spike,
    - b). identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and
    - c). demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the "major spike" definition above.
  - 2. The County, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a NPP item. The adjustment will be for the difference between the material cost at the time of award or annual price adjustment, times the quantity stated in the Job Order. The adjustment will not include any other markup, and the NPP adjustment factor will not apply.
  - 3. The County at its option may also determine that a drastic decrease in a material cost warrants the same NPP adjustment downward in the Unit Price or a Job Order.
- G. Any revision by the Illinois Department of Labor and/or the US Department of Labor to the applicable prevailing hourly rates of wages and, except as set forth above, any increases or decreases in the material prices during the Contract period shall not result in a revision of the Unit Price to be paid by the County for Work performed under the Contract.

**CI-09 BASIS OF AWARD (AWARD CRITERIA FIGURE)**

- A. The Bidders must complete Bid Form 1 and Bid Form 2 for each Contract to be Bid. The Bidder shall enter on Bid Form 1 their bid Adjustment Factors for:
  - 1. Normal Working Hours
  - 2. Other Than Normal Working Hours
  - 3. Non Pre-priced Adjustment Factor
- B. The Bidder shall transfer the bid Adjustment Factors on Bid Form 1 to Bid Form 2 and complete the necessary calculations to arrive at an Award Criteria Figure.
- C. The lowest bid will be determined by the Award Criteria Figure.
- D. If additional awards are made, the awards will be made in sequence beginning with the next lowest responsive, responsible Bidder



## Cook County

- E. Unbalanced Bid: Bids that the County considers in its sole opinion to be materially unbalanced or not responsible will be rejected.
- F. It is the intention of the County to award the following number of Contracts for each discipline:

<b><i>Discipline</i></b>	<b><i>Proposed # of Awards</i></b>	<b><i>Proposed # of SBE Awards</i></b>
<i>General Construction</i>	<i>(4) Contracts</i>	<i>(2) Contracts</i>
<i>Mechanical Construction</i>	<i>(2) Contracts</i>	<i>(1) Contract</i>
<i>Electrical Construction</i>	<i>(2) Contracts</i>	<i>(1) Contract</i>
<i>Highway / Site Work</i>	<i>(2) Contracts</i>	<i>(1) Contract</i>
<i>Demolition</i>	<i>(2) Contracts</i>	<i>(1) Contract</i>
<i>Residential Construction</i>	<i>(1) Contract</i>	<i>(1) Contract</i>

### CI-10 ASSIGNMENT OF WORK

- A. If multiple contracts are entered into, the assignment of the work for each discipline is at the discretion of the County. However the County intends to assign work, within each set of disciplines, as equal as possible among the awarded Contracts taking into account the Contractor's bid and the performance of the Contractor in accordance with the Standards of Performance set forth in Book 2, JOC General Conditions.

### CI-11 ELIGIBILITY

- A. Bidders submitting a Bid for the Mechanical Construction Contract (1555-14475-MC) must have a current Mechanical License, and provide such with the Bid. If submitting as a Joint Venture, all firms involved with the Joint Venture must have a current mechanical license.
- B. Bidders submitting a Bid for the Electrical Construction Contract (1555-14475-EC ) must have a current Electrical License , and provide such with the Bid. If submitting as a Joint Venture, all firms involved with the Joint Venture must have a current electrical license.
- C. Bidders submitting a Bid for the Highway / Site Work Contract (1555-14475-SW) must be prequalified with the Illinois Department of Transportation (IDOT) for the category of Work to be performed. Information on prequalification can be found at IDOT's website <http://dot.state.il.us/> in the FAQ section. The Bidder shall submit a certified copy of a "Certificate of Eligibility" issued by the Department of Transportation.
- D. Bidders submitting a Bid for the Highway / Site Work Contract (1555-14475-SW) must submit with its Bid a sworn Affidavit of Availability showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work in the bid. The bidder should file two (2) copies of same with IDOT's District office. The Affidavit of Availability can be found at IDOT's website <http://dot.state.il.us/>.
- E. Bidders submitting a Bid for the Small Business Contracts must be Small Business



Enterprise in accordance with the requirements set forth in these Contract Documents.

## CI-12 WAGE RATES

- A. **Prevailing Wage Rates:** Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all trades performing work under this Contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are in Section Four. One resource for determining the current prevailing wage rate is the Internet site <http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/april/COOK9999.htm> maintained by the State of Illinois Department of labor.
1. In the performance of the Work , however, the Contractor shall be fully responsible for the paying the prevailing hourly rate of wages in effect , as determined by the Illinois Department of Labor, at the time the Work is performed. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to the completion of the Work, the revised rate shall apply to that Work from the effective date of such revision. Any anticipated increase due to the revision of the prevailing wage rates during the course of the Contract must be taken into account by the bidder considering the posted unit prices in Book 4 and the anticipated CCI adjustment to the Adjustment Factors.
- B. **Davis Bacon Wage Rates:** For Job Orders funded in part or whole with federal money, not less than the Davis Bacon wages as determined by the United States Department of Labor shall be paid to all trades performing work under this Contract. Davis Bacon wage rates in effect at the time of issuance of these Contract Documents are in Section Four. One resource for determining the current prevailing wage rate is the Internet site <http://www.wdol.gov/dba.aspx> maintained by the State of Illinois Department of labor.
1. In the performance of the Work, however, the Contractor shall be fully responsible for the paying the Davis Bacon rate of wages in effect , as determined by the United States Department of Labor, at the time the Work is performed. If the United States Department of Labor revises the Davis Bacon rate of hourly wages to be paid for the Work prior to the completion of the Work, the revised rate shall apply to that Work from the effective date of such revision. Any anticipated increase due to the revision of the Davis Bacon wage rates during the course of the Contract must be taken into account by the bidder considering the posted unit prices in Book 4 and the anticipated CCI adjustment to the Adjustment Factors.

## CI-13 OFFICE

- A. To provide timely and effective service to the County, the awarded Contractors are required to provide, prior to the award of the Contract, the address of the office from which this Contract will be serviced. Ideally, the office will be within the County of Cook. Prior to the award of the Contract the County reserves the right to visit the proposed office to determine that it is a full time fully staffed office.



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## SECTION 2 - INSTRUCTIONS TO BIDDERS

### IB-01 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This Contract is a competitively bid public Contract of Cook County government subject to laws and ordinances governing public contracts. The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner effect the preparation of the Bid Proposal. If the Bidder observes that any of the Contract Documents are at variance therewith, he shall promptly notify the Chief Procurement Officer in writing and necessary changes shall be effected by appropriate modification.

### IB-02 PREPARATION OF BID

The bidder shall prepare three (3) bound copies of his bid on the bid proposal documents provided by Cook County and all documents that are to be inserted by the bidder. The bidder shall also submit, in PDF format, one (1) electronic copy of his bid identical to the bound copies of the bid proposal documents on USB drive, thumb drive, CD-ROM, or similar device. Unless otherwise stated, all blank spaces on the proposal page or pages applicable to these Contract Documents shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid Proposal.

If the bidder is a corporation, the President and Secretary shall execute three (3) copies of the Bid Proposal. In the event that the bid is executed by someone other than the President, three (3) certified copies of that section of the Corporate By-Laws or other authorization of the corporation which permits the person to execute the offer for the corporation shall be submitted. **Corporations submitting proposals must be registered and in good standing with the Illinois Secretary of State.**

If the bidder is a partnership, all partners shall execute three (3) copies of the Bid Proposal unless one partner has been authorized to sign for the partnership, in which case satisfactory evidence of such authority shall be submitted.

If the bidder is a Limited Liability Company, the Manager shall execute three (3) copies of the Bid Proposal.

If the bidder is a sole proprietor, he shall execute three (3) copies of the Bid Proposal.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered as provided in the Illinois Revised Statutes, 1991, Chapter 96, Section 4 et seq. **[Illinois Compiled Statutes 1992, 805 ILCS 405/1]**

**All bidders must provide their Federal Employer Identification Number (FEIN).**

### IB-03 PRICES FIRM

All prices quoted in the Proposal shall be firm and will not be subject to increase during the term of the Contract awarded to the successful bidder, except as provided in these Contract Documents.

### IB-04 SUBMISSION OF BID

All bidders shall submit three (3) bound copies of sealed proposals in envelopes provided for that purpose and shall deposit them in the bid box located at the Office of the Chief Procurement Officer, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the bid opening as shown in the Bid Notice. If proposals are submitted in envelopes other than those provided for the purpose, then the sealed envelope submitted by the bidder shall carry the following information on the face of the envelope: bidder's name, address, subject matter of proposal, date and hour of bid opening as designated in the Bid Notice. Any bid deposited in the bid box after the date and hour set for the bid opening, will not be considered and will be returned.

If a Bidder submits bids for more than one discipline, a separate bid package must be submitted with each bid. Each bid package must contain all the documents listed in the Document Submittal Checklist.



#### **IB-05 WITHDRAWAL OF BID**

Bidders may withdraw their bids in writing, at any time prior to the date and time specified in the Bid Notice for the bid opening. However, no bidder shall withdraw or cancel his bid for a period of ninety (90) calendar days after said bid opening; nor shall the successful bidder withdraw, cancel or modify the Bid Proposal after having been notified by the Chief Procurement Officer that said proposal has been recommended for approval by the Cook County Board of Commissioners.

#### **IB-06 BID DEPOSIT**

The bid shall be accompanied by cash, cashier's check, certified check, bank draft or surety bond in the amount of \$25,000.

All certified or cashier's checks shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the County of Cook. The Surety issuing the bonds must have a general rating of "A", and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide - Property and Casualty.

Any proposal submitted without being accompanied by the foregoing will be considered informal and will be rejected. Any proposal accompanied by a bid deposit not properly executed may be rejected. The Bidder hereby agrees that the Bid Deposit shall be forfeited to the County as liquidated damages and not as penalty in the event Bidder fails to comply with IB-05 or otherwise fails or refuses to honor the bid offer upon award of the Contract.

#### **IB-07 PRE-BID CONFERENCES**

The Bidder shall, before submitting a bid, carefully examine the Contract Documents. At the time of bidding, there is no specific project site identified. Therefore, a site specific examination is not possible.

Two (2) pre-bid conferences will be held on the date, time and location indicated in Book 1. At that time, specific questions will be entertained and Contract Documents will be clarified.

#### **IB-08 BIDDER WARRANTIES**

The Bidder shall, before submitting his bid, carefully examine the Technical Specifications, Contract Documents and Bonds. He shall familiarize himself with all the local conditions affecting the Contract and the performance of the Work. If his Bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions. The County will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

To the extent this contract calls for repair work, the extent of repairs is approximately represented on the Detailed Scope of Work. The actual locations and extent of the repair may deviate from that represented on the Detailed Scope of Work based on the field conditions.

The submission of a Bid shall constitute a warranty that:

The Bidder and all subcontractors he intends to use have carefully and thoroughly reviewed the Contract Documents and have found them complete and free from ambiguities and sufficient for the purposes intended.

The Bidder and all workmen, employees and Subcontractors he intends to use are skilled and experienced in the type of construction represented by the Contract Documents bid upon.

Neither the Bidder nor any of his employees, agents, suppliers or Subcontractors have relied on any verbal representations from the Owner, or any of the Owner's employees, agents, or consultants, in assembling the Bid figure.

The Adjustment Factors are based solely on the Contract Documents, including properly issued written addenda and not upon any other written or oral representation.

Reports of investigations and tests of existing subsurface and latent physical conditions have been relied



upon by the Architect in preparing the Detailed Scope of Work. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting the Job Order Proposal, the Contractor, at his own expense, make such additional investigations and tests as the Contractor may deem necessary to prepare a Price Proposal in accordance with the Detailed Scope of Work.

The Contractor shall notify the "Director" of any and all site visits to be made.

With each Job Order, the Contractor shall visit the site and familiarize themselves with the existing conditions and satisfy themselves as to the nature and scope of the Work and the difficulties that attend its execution. The submission of a Job Order Proposal will be considered as evidence that such an examination has been made and later claims for labor, equipment and/or materials required or difficulties encountered which could have been foreseen had such an examination been made, will not be allowed.

Where the Detailed Scope of Work includes or reference information pertaining to subsurface exploration, soil borings, test pits or other subsurface data, such information represents only the best knowledge of the County and its Architect, as to the location, character, or quantity of subsurface materials and/or conditions. This information if included, is for the convenience of the Contractor only and shall not relieve the Contractor of the obligation to fully investigate site conditions. The County assumes no responsibility whatsoever in respect to the sufficiency or accuracy of subsurface information; and there is no warranty, either express or implied, that the conditions indicated are representative of those existing throughout the work or that unanticipated subsurface conditions may not occur.

By submitting a Job Order Proposal, the Contractor represents and warrants to Owner that it is experienced in the type of construction represented by the Detailed Scope of Work, that Contractor understands the complexity involved in this type of construction and the necessity of coordination of the Work with governmental authorities and the community within which the Project will be constructed.

With its bid, each Bidder shall submit evidence of experience in the format attached. This experience shall include at least three (3) renovation or rehabilitation projects of comparable size and complexity to the Project that the Bidder has completed as the prime contractor, or as the majority partner in a joint venture or partnership, or as a substantial member of another business entity. If the Bidder is a joint venture or partnership, then evidence of experience may include which a majority member, partner or venturer completed shall be considered as experience of the Bidder. If the Bidder is a corporation or limited liability corporation, then projects completed by a majority shareholder or member shall be considered as experience of the Bidder. In an appropriate case, experience of Key Personnel may be considered as experience of the Bidder, if in the County's reasonable judgment, the Bidder has the experience and capacity to provide support for the proper performance of the Work and completion of the Project. Bids that do not demonstrate the required experience may be considered non-responsive.

#### **IB-09 CONSIDERATION OF BIDS**

The County of Cook reserves the right to reject or accept any or all Bids, to extend the bidding period and, to waive technicalities in the Proposal documents.

Bid Proposal documents must be complete. Partially completed proposal documents may not be considered.

The Contractor shall perform a minimum of 20% of the work with his own forces. The value of the Contractor's work shall be based on the bid money value of all materials purchased by the Contractor and all labor performed by his own organization, but not including materials or labor provided by Subcontractors.

After Bid Proposals are opened and read aloud, they will be evaluated based on the Award Criteria Figure, conformance with specifications, the responsibility of the various bidders taking into consideration factors including, but not limited to, those noted in IB-10.

#### **IB-10 ACCEPTANCE OF BID**



The Chief Procurement Officer shall notify the successful bidders award of the Contract. Within fourteen (14) days of receipt of a Notice of Award, the successful bidders shall deliver to the Chief Procurement Officer, a Performance and Payment Bond in the amount set forth in these Contract Documents, all Certificates of Insurance and County's Protective Policies where required, and any other documents required herein.

#### **IB-11 COMPETENCY OF BIDDER**

No bid will be considered from or a Contract awarded to any Bidder that is in arrears or is in default to the County of Cook upon any debt or Contract, or that is a defaulter, as surety or otherwise upon any obligation to said County, or has failed to perform faithfully any previous Contract with the County.

No Bidder will be awarded a Contract unless that Bidder has submitted the Certifications as required in the Execution Forms herein provided.

#### **IB-12 PERFORMANCE AND PAYMENT BOND**

As set forth in these Contract Documents, a successful Bidder shall furnish a Performance and Payment Bond in the amounts stated below on the County Form, a specimen of which is provided herein. The Surety issuing the Performance and Payment Bond must have a general rating of "A" or greater and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide- Property and Casualty.

<i><b>Discipline</b></i>	<i><b>Annual Amount of Performance and Payment Bond</b></i>	<i><b>Amount of Performance and Payment Bond on SBE Contracts</b></i>
<i>General Construction</i>	<i>\$3,500,000</i>	<i>\$1,500,000</i>
<i>Mechanical Construction</i>	<i>\$2,500,000</i>	<i>\$1,000,000</i>
<i>Electrical Construction</i>	<i>\$2,500,000</i>	<i>\$1,000,000</i>
<i>Highway / Site Work</i>	<i>\$2,000,000</i>	<i>\$750,000</i>
<i>Demolition</i>	<i>\$5,000,000</i>	<i>\$750,000</i>
<i>Residential Construction</i>	<i>\$0</i>	<i>\$0</i>

In the event the parties agree to exercise a Renewal Term, or the cumulative amount of work issued exceeds the bond(s) submitted, the Contractor shall deliver new Payment and Performance bonds in increments for the amounts specified in the above table.

#### **IB-13 FAILURE TO FURNISH BOND**

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after acceptance of the Bidder's bid by the County, then the County may elect to retain the Bid Deposit of the Bidder as liquidated damages and not as a penalty and the Contract award shall be canceled. The parties agree that the sum of the Bid Deposit is a fair estimate of the amount of damages that Cook County will sustain due to the Bidder's failure to furnish the Bond and the cancellation of the Contract award.



**IB-14 RETURN OF BID DEPOSIT**

The Bid Deposit, if other than surety bond, of all except the four (4) lowest responsive and responsible Bidders will be returned within thirty (30) calendar days after the opening of Bids. The Bid Deposits, if other than surety bond, of the four lowest responsive and responsible bidders will be returned, after the Cook County Board of Commissioners has approved the Contract.

**IB-15 CATALOGS**

As required for individual Job Orders, the Bidder shall submit in triplicate, when requested, catalogs descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments and finishes and the like required to fully describe the material proposed to be furnished for the Job Order.

**IB-16 TRADE NAMES / SUBSTITUTIONS**

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

- A. Bids shall be based on the standards set forth in the Construction Task Catalog® and Technical Specifications.
- B. Job Order Substitution Procedures: The following procedures have been provided to allow closely equivalent products to be considered. No substitutions will be acceptable unless these procedures are followed.
  - 1. Submit written requests to the Owner for substitution of products and systems in lieu of those specified in the Detailed Scope of Work. Unless otherwise allowed by the Owner, the Owner will not consider requests after the submission of the Job Order Proposal.
  - 2. All substitution requests shall be clearly identified, described and in accordance with provisions of Contract Documents and on the Request for Substitution Form.
  - 3. Whenever a substitute is submitted for acceptance, the final decision as to whether or not such substitution is closely equivalent to the specified product or system and fully meets the design concept shall be made by Director.
- C. Submittal Data for Substitutions:
 

Contractors requesting a substitution must provide clear data or information comparing the proposed substitution with the substituted item in the technical specification and clearly identifying differences from the specified item of Equipment. This data must be referenced to and supported by sufficient documentation (in the form of published technical literature, technical article(s), brochures, or other documentation) to enable the County and the Architect to evaluate compliance with the specification.

  - 1. If the Contractor must take an exception to any item or detail included in the Detailed Scope of Work, the Contractor must state in writing what the exception is and state in writing the justification or rationale for the exception.
- D. Acceptance/Rejection of Substitutions:
  - 1. The County's review of substitution requests will be based on products and systems specified in the Detailed Scope of Work and desired design and operational results.
  - 2. If a substitution is acceptable to Director, but differs in physical character from the specified product or system, or if a substitution requires modified services and/or facilities to be provided by any party, or requires modifications to the project, the



Contractor making substitution shall pay all costs due to the substitution, including but not limited to costs of modifying accepted substitution to fit conditions or cost of modifying the Detailed Scope of Work to permit installation and use of accepted substitution, including costs not identified in the request for substitution, but which later become apparent.

3. Neither acceptance of a substitution, nor the furnishing of a substitution, shall relieve Contractor of responsibility for failure of substitution to perform intended functions of originally specified materials, systems and equipment.
4. Accepted substitution(s) shall be incorporated into the revised Detailed Scope of Work. Substitutions which have not been specifically accepted in writing, shall be deemed rejected.

E. After Award of the Job Order: No substitutions will be considered except as follows.

1. It shall be the duty of the Contractor to immediately inform the Architect and Director of any suspected or anticipated substitutions required pursuant to the following conditions:
  - a) Substitutions required for compliance with final interpretations of code requirements or insurance regulations.
  - b) Unavailability of specified products, through no fault of Contractor and/or subcontractor. "Unavailability" shall mean that the product specified is no longer available for purchase in the market place.
  - c) Subsequent information discloses inability of specified products to properly meet the specifications, or to fit in a designed space.
2. If any such substitution is required under this subsection, such substitution shall be processed in accordance with the procedures set forth in subparagraphs B through D of this section, except that the time limit for submitting the request shall not apply, and acceptance of the request shall be means of return of the request signed for approval by the Director.

The County reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith.

## **IB-17 INTERPRETATION OF CONTRACT DOCUMENTS**

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Bid Documents, he may submit to the Chief Procurement Officer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Upon receipt of such a request, the Chief Procurement Officer will determine if a response will be provided. Any such response shall be provided in an addendum to all persons who have requested the Bid Documents. Failure on the part of the prospective Bidder to receive an addendum prior to the time of the opening of bids will not be grounds for withdrawal of the bids. Bidders shall acknowledge receipt of each Addendum issued in the space provided on the bid forms. Oral explanations will not be binding. A request for an interpretation will not extend the due date for bids.

All written requests for interpretation of documents shall be addressed to:

Danuta Rusin  
Office of the Chief Procurement Officer  
Senior Contract Negotiator  
[Danuta.Rusin@cookcountyil.gov](mailto:Danuta.Rusin@cookcountyil.gov)

Cook County Illinois



118 North Clark Street - Room 1018  
Chicago, Illinois 60602

(Reference Solicitation Name and Number)

#### **IB-18 CASH BILLING DISCOUNTS**

Cash billing or percentage discounts for payment will not be considered in evaluating bids.

#### **IB-19 TAXES**

Federal Excise Tax does not apply to materials purchased by the County of Cook by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County of Cook by virtue of Statute. Cook County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-06. The prices paid to the Contractor after application of the Adjustment Factor shall include any and all other Federal and/or State, direct and/or indirect taxes which apply to this transaction.

#### **IB-20 ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS**

These Contract Documents shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

- A. Addenda, if any (later dates take precedence over earlier dates)
- B. Amendments to the Agreement, if any
- C. Job Order Related Documents, including but not limited to, Detailed Scope of Work, Request for Price Proposal, Price Proposal, Job Order Proposal Package)
- D. Book 2. Special Conditions Portion of Book 2
- E. Book 2. General Conditions Portion of Book 2
- F. Book 4. Technical Specifications
- G. Book 3. Construction Task Catalog®
- H. Book 1, Contract Information, Instructions to Bidders Condition of Contract, and Execution Documents
- I. Performance and Payment Bond

#### **IB-21 REQUIRED UPDATES**

The information provided in this Bid will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this Bid, the Bidder will supplement this Bid up to the time the County takes action, by filing an amended documents or such other documentation as is requested.

#### **IB-22 ADDITIONAL INFORMATION**

The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

#### **IB-23 BIDS TO CONFORM IN CONDITIONS IN ADVERTISING COOK COUNTY ORDINANCE CHAPTER 34, SECTION 136**

The Board of Commissioners will not entertain or consider any bids received after the exact time specified in advertisements or any bids not accompanied by the required bid deposit or any bids in any other way



failing to comply fully with the conditions stated in the advertisement therefor.

#### **IB-24 EXCEPTIONS**

Any deviations or exceptions which the Bidder intends to take from the Specifications or other Contract Documents must be noted on the Proposal page or pages attached thereto, with the exact nature of the changes outlined in detail, along with the reasons for such deviations or exceptions. The County of Cook reserves the right to reject and disqualify any proposals containing deviations or exceptions.

#### **IB-25 BID RIGGING – BID ROTATING**

By submitting a Proposal, the Bidder warrants that neither Bidder, its officers, employees or agents have participated in bid rigging, bid rotating or offering of kick-backs as defined by the Illinois Criminal Code, [Illinois Revised Statutes (1991) Ch. 38, par. 33E. [Illinois Compiled Statutes 1992, 720 ILCS 5/33E-1]. The Bidder shall execute a Certificate with such assurances to be submitted as part of the Bid Proposal.

#### **IB-26 COOPERATION WITH INSPECTOR GENERAL**

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

#### **IB-27 BID DISPUTES**

Section 34-136 of the Cook County Procurement Code permits Bidders to file protests. Any Bidder who reasonably believes that the recommended Bidder is not the lowest Responsive and Responsible Bidder, or has a complaint about the bid process, may submit a bid protest, in writing, and directed to the CPO, within three business days after the date upon which the CPO posts the recommended Bid for award or execution. The bid protest must specify why the protester believes the recommended Bidder is not the lowest Responsive and Responsible Bidder, or why the protestor believes the bid procedure was unfair, including a statement of how the alleged unfairness prejudiced the protesting Bidder and the action requested of the CPO. A bid protest based on an issue which could have been clarified through a request for clarification or information pursuant to Section 34-136(d), Communications with the County regarding competitive bidding process, will not be considered if the protesting Bidder failed to make such request. When a bid protest has been submitted, no further action shall be taken on the Procurement until the CPO makes a decision concerning the bid protest, unless the Using Agency responds in writing and sufficiently demonstrates that the item to be procured is urgently required and (ii) failure to make the award promptly will unduly delay delivery or performance or cause other undue harm.

The CPO shall issue a written decision on the bid protest to the protesting Bidder and to any other Bidder affected by such decision as soon as reasonably practicable. If the bid protest is upheld based on a lack of fairness in the bid procedure, the CPO shall re-bid the procurement. If the CPO determines that the recommended Bidder was not Responsive and Responsible, that Bidder shall be disqualified and the CPO may either recommend the lowest Responsive and Responsible Bidder or re-bid. Any CPO decision concerning bid protests shall be final.



**IB-28 LOCAL BUSINESS PREFERENCE COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 6, SECTION 34-230.**

The Chief Procurement Officer shall, in the purchase of all supplies and services funded with County dollars by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest Award Criteria Figure or lowest evaluated Award Criteria Figure from a responsive and responsible non-local business by more than five percent (5%).

"Local Business" shall mean a person, including a foreign corporation authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when a Bid is submitted to the County and further which employs the majority of its regular, full time work force within Cook County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid Proposal submittal, have such a bona fide establishment within the County.

**IB-29 RE-ENTRY EMPLOYMENT EARNED CREDITS**

In accordance with Section 34-231 through Section 34-235 of the Cook County Procurement Code, for all Public Works Contracts, with an estimated Bid Price of \$100,000 or more, the Bidder shall be permitted but is not required, to submit an employment plan of Former Offenders with its Bid Proposal in order to receive an earned credit for future Public Works Contracts. The Employment Plan shall be approved by the CPO and, if required, the Cook County Re-entry Employment Committee. Upon the completion of a qualifying contract and the Bidder presenting satisfactory information and documentation to the CPO, the CPO shall provide the Bidder with an Earned Credit Certificate, which shall be valid for three years from the date of issuance. The Bidder shall receive an earned credit of ½% of the Bid Price for future Public Works Contracts, if 5-10% of the percentage of Total Labor Hours are performed by Former Offenders, and an earned credit of 1% of the Bid Price for future Public Works Contracts, if the more than 10% of the percentage of Total Labor Hours are performed by Former Offenders. For purposes of this provision, "Former Offenders" shall mean adults who are residents of the County and who have been convicted of a crime. "Labor hours" shall mean the total hours of workers receiving an hourly Wage who are directly employed at the work site. It shall include hours performed by workers employed by the contractor and all subcontractors working at the site. "Labor hours" shall not include hours worked by nonworking former, superintendents, owners and workers who are not subject to prevailing wage requirements.

**IB-30 ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS CONTRACT**

In accordance with Section 34-236 (a) of the Cook County Procurement Code, for all Public Works Contracts, the CPO shall give a preference of one percent of the amount of the Contract to a Responsible and Responsive Bidder for a Public Works Contract when such Bidder has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract.

**IB-31 ELIGIBLE BID PREFERENCE FOR VBES AND SDVBES**

In accordance with Section 34-236 (b) of the Cook County Procurement Code, the CPO shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veteran owned Business Enterprises ("VBES") or Service Disabled Veteran owned Business Enterprises ("SDVBE") certified by the Contract Compliance Director ("CCD"), or by any other entity approved by the CCD.

**END OF SECTION**



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**SECTION 3 – CONTRACT INSURANCE REQUIREMENTS**  
**INSURANCE FOR 1555-14475-GC & SBE-GC : GENERAL CONSTRUCTION**

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement C 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium by multiplying the actual cost of the premium as evidenced by an invoice from the insurance company times the Non Pre-priced Adjustment Factor.

When applicable, a certified copy of the Railroad Protective Policy is to be submitted to METRA, attn: Risk Management Director, 547 West Jackson Blvd., Chicago, IL 60661 and



the Northern Indiana Commuter Transportation District (NICTD), attn: Senior Attorney, 33 East U.S. Highway 12, Chesterton, IN 46304.

When applicable, a certified copy of the Railroad Protective policy is to be submitted to the Chicago Transit Authority (CTA), Attn: Manager of Benefits Compliance, 567 West Lake Street, 3rd Floor, Chicago, IL 60661. An insurance binder will be accepted until such time the policy is submitted.

5) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The Cook County is to be named as an additional insured.

6) Builders Risk/Installation

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: right to partial occupancy, materials stored off-site and in-transit, water including leakage, overflow, sewer backup and seepage, collapse, debris removal, damage to adjoining and existing property and faulty workmanship or materials. Cook County is to be named as an additional insured and loss payee.

The Contractor is responsible for any loss or damage to County property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Contractor.

7) Professional Liability

When any architects, engineers or any other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions, must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

9) Marine Protective & Indemnity



When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures, and collision. The County of Cook is to be named as an additional insured.

10) Asbestos Abatement Liability

When any asbestos work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

11) Owner's and Contractor's Protective Liability

When any work is to be done that requires Owner's and Contractor's Protective Liability, Contractor must provide with respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating Cook County as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property. If Owner's and Contractor's Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Office of the Chief Procurement Officer, 118 North Clark Room 1018 Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract or any extensions thereof. The Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the County retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be



borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against Cook County, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by Cook County does not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.



**INSURANCE FOR 1555-14475-MC & SBE-MC: MECHANICAL CONSTRUCTION**

The Contractor must provide and maintain at Contractor's own expense until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED****1) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

**2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

**3) Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$ 1,000,000 with the same terms herein.

**4) Railroad Protective Liability**

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium by multiplying the actual cost of the premium as evidenced by an invoice from the insurance company times the Non Pre-priced Adjustment Factor.

When applicable, a certified copy of the Railroad Protective Policy is to be submitted to METRA, attn: Risk Management Director, 547 West Jackson Blvd., Chicago, IL 60661



and the Northern Indiana Commuter Transportation District (NICTD), attn: Senior Attorney, 33 East U.S. Highway 12, Chesterton, IN 46304.

When applicable, a certified copy of the Railroad Protective policy is to be submitted to the Chicago Transit Authority (CTA), Attn: Manager of Benefits Compliance, 567 West Lake Street, 3rd Floor, Chicago, IL 60661. An insurance binder will be accepted until such time the policy is submitted.

5) Builders Risk/Installation

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: material stored off-site and in-transit, equipment breakdown, water including overflow, leakage, sewer backup or seepage, utility services, damage to adjoining and existing property, debris removal, loss resulting from faulty workmanship or materials, mechanical-electrical breakdown and testing, when applicable. Cook County is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to County property at full replacement cost as a result of the Contract.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Contractor.

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Valuable Papers

When any plans, designs, drawings, media, data, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

8) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Cook County is to be named as an additional insured.



9) Marine Protective & Indemnity

When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures, and collision. The County of Cook is to be named as an additional insured.

10) Asbestos Abatement Liability

When any asbestos work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

11) Owner's and Contractor's Protective Liability

When any work is to be done that requires Owner's and Contractor's Protective Liability, Contractor must provide with respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating Cook County as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property. If Owner's and Contractor's Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Office of the Chief Procurement Officer, 118 North Clark Room 1018, Chicago IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by Cook County that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of Cook County to obtain certificates or other insurance evidence from Contractor is not a waiver by Cook County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and Cook County retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to Cook County in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by the Contractor.



The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against Cook County, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by Cook County does not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Contract to the contrary, the Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.



**INSURANCE FOR 1555-14475-EC & SBE-EC: ELECTRICAL CONSTRUCTION**

The Contractor must provide and maintain at Contractor's own expense until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED****1) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

**2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

**3) Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

**4) Railroad Protective Liability**

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium by multiplying the actual cost of the premium as evidenced by an invoice from the insurance company times the Non Pre-priced Adjustment Factor.

When applicable, a certified copy of the Railroad Protective Policy is to be submitted to METRA, attn: Risk Management Director, 547 West Jackson Blvd., Chicago, IL 60661 and the Northern Indiana Commuter Transportation District (NICTD), attn: Senior Attorney, 33 East U.S. Highway 12, Chesterton, IN 46304.



When applicable, a certified copy of the Railroad Protective policy is to be submitted to the Chicago Transit Authority (CTA), Attn: Manager of Benefits Compliance, 567 West Lake Street, 3rd Floor, Chicago, IL 60661. An insurance binder will be accepted until such time the policy is submitted.

5) Builders Risk/Installation

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: material stored off-site and in-transit, equipment breakdown, water including overflow, leakage, sewer backup or seepage, utility services, damage to adjoining and existing property, debris removal, loss resulting from faulty workmanship or materials, mechanical-electrical breakdown and testing, when applicable. Cook County is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to County property at full replacement cost as a result of the Contract.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Contractor.

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Valuable Papers

When any plans, designs, drawings, media, data, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

8) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Cook County is to be named as an additional insured.

9) Marine Protective & Indemnity



When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures, and collision. The County of Cook is to be named as an additional insured.

10) Asbestos Abatement Liability

When any asbestos work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

11) Owner's and Contractor's Protective Liability

When any work is to be done that requires Owner's and Contractor's Protective Liability, Contractor must provide with respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating Cook County as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property. If Owner's and Contractor's Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

## **B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Office of the Chief Procurement Officer, 118 North Clark Room 1018, Chicago IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by Cook County that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of Cook County to obtain certificates or other insurance evidence from Contractor is not a waiver by Cook County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and Cook County retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to Cook County in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by the Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against Cook County, its employees, elected officials, agents, or representatives.



The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by Cook County does not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Contract to the contrary, the Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No. Ext):</b>	<b>FAX (A/C No.):</b>
<b>INSURED</b> F.H. Paschen S.N. Nielsen & Associates, LLC Attn: Nick Bilski 5515 N. East River Road Chicago, IL 60656	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Zurich American Insurance Company	
	<b>INSURER B:</b> American Zurich Insurance Company	
	<b>INSURER C:</b> Illinois National Insurance Company	
	<b>INSURER D:</b> Indian Harbor Insurance Company	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER:

CHI-006561792-01

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO 5833476-03	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP5833474-03	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE 29157302	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 5833475-03 (AOS) WC 5833477-03 (WI)	10/01/2015 10/01/2015	10/01/2016 10/01/2016	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional / Pollution Liability			CE07420104-02 'SIR: \$250,000'	10/01/2015	10/01/2016	Each Act \$ 5,000,000 Aggregate \$ 5,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job #: 1555-14475 EC7 - Cook County JOC Contract

The County of Cook, Illinois, the Employees of Cook County, Program Manager, Architect, and their officers, directors, and agents is/are included as additional insured on general and auto liability where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract. XCU-Explosion, Collapse, Underground is included on the General Liability policy.

## CERTIFICATE HOLDER

Purchasing Agent of Cook County  
118 North Clark St. Room 1018  
Chicago, IL 60602

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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AGENCY CUSTOMER ID: 057572

LOC #: Chicago



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED F.H. Paschen S.N. Nielsen & Associates, LLC Attn: Nick Bilski 5515 N. East River Road Chicago, IL 60656
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Layer Liability  
 Insurer: Endurance American Insurance Company  
 Policy Number: EXC10004227002  
 Policy Period: 10/01/2015 - 10/01/2016  
 Each Occurrence: \$25,000,000  
 Aggregate: \$25,000,000



**INSURANCE FOR 1555-14475-SW & SBE-SW: HIGHWAY / SITE WORK**

The Contractor must provide and maintain at Contractor's own expense until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED****1) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease. Coverage must include United States Long shore and Habor Workers, Jones Act.

**2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

**3) Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

**4) Railroad Protective Liability**

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

When applicable, a certified copy of the Railroad Protective Policy is to be submitted to



METRA, attn: Risk Management Director, 547 West Jackson Blvd., Chicago, IL 60661 and the Northern Indiana Commuter Transportation District (NICTD), attn: Senior Attorney, 33 East U.S. Highway 12, Chesterton, IN 46304.

When applicable, a certified copy of the Railroad Protective policy is to be submitted to the Chicago Transit Authority (CTA), Attn: Manager of Benefits Compliance, 567 West Lake Street, 3rd Floor, Chicago, IL 60661. An insurance binder will be accepted until such time the policy is submitted.

5) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The Cook County is to be named as an additional insured.

6) Builders Risk/Installation

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: right to partial occupancy, materials stored off-site and in-transit, water including leakage, overflow, sewer backup and seepage, collapse, debris removal, damage to adjoining and existing property and faulty workmanship or materials. Cook County is to be named as an additional insured and loss payee.

The Contractor is responsible for any loss or damage to County property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Contractor.

7) Professional Liability

When any architects, engineers or any other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions, must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.



9) Marine Protective & Indemnity

When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures, and collision. The County of Cook is to be named as an additional insured.

10) Asbestos Abatement Liability

When any asbestos work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

11) Owner's and Contractor's Protective Liability

When any work is to be done that requires Owner's and Contractor's Protective Liability, Contractor must provide, with respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating Cook County as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property. If Owner's and Contractor's Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Office of the Chief Procurement Officer, 118 North Clark Room 1018 Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the County retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled, or non-renewed.



Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against Cook County, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by Cook County does not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.



**INSURANCE FOR 1555-14475-D & SBE-D: DEMOLITION**

The Contractor must provide and maintain at Contractor's own expense until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED****1) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease. Coverage must include United States Long shore and Harbor Workers, Jones Act.

**2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

**3) Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

**4) Railroad Protective Liability**

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium by multiplying the actual cost of the premium as evidenced by an invoice from the insurance company times the Non Pre-priced Adjustment Factor.

When applicable, a certified copy of the Railroad Protective Policy is to be submitted to METRA, attn: Risk Management Director, 547 West Jackson Blvd., Chicago, IL 60661



and the Northern Indiana Commuter Transportation District (NICTD), attn: Senior Attorney, 33 East U.S. Highway 12, Chesterton, IN 46304.

When applicable, a certified copy of the Railroad Protective policy is to be submitted to the Chicago Transit Authority (CTA), Attn: Manager of Benefits Compliance, 567 West Lake Street, 3rd Floor, Chicago, IL 60661. An insurance binder will be accepted until such time the policy is submitted.

5) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The Cook County is to be named as an additional insured.

6) Builders Risk/Installation

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: right to partial occupancy, materials stored off-site and in-transit, water including leakage, overflow, sewer backup and seepage, collapse, debris removal, damage to adjoining and existing property and faulty workmanship or materials. Cook County is to be named as an additional insured and loss payee.

The Contractor is responsible for any loss or damage to County property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Contractor.

7) Professional Liability

When any architects, engineers or any other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions, must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.



9) Marine Protective & Indemnity

When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures, and collision. The County of Cook is to be named as an additional insured.

10) County's and Contractor's Protective Liability

When Contractor undertakes any construction involving bridges or bridge work, with respect to the operations performed by Contractor, a County's and Contractor's Protective Liability policy designating the County of Cook as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property.

11) Asbestos Abatement Liability

When any asbestos work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

12) Owner's and Contractor's Protective Liability

When any work is to be done that requires Owner's and Contractor's Protective Liability, Contractor must provide with respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating Cook County as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property. If Owner's and Contractor's Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Office of the Chief Procurement Officer, 118 North Clark Room 1018 Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver



by the County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the County retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against Cook County, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by Cook County does not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.



**INSURANCE FOR 1555-14475-RC & SBE-RC: RESIDENTIAL CONSTRUCTION**

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED****1) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

**2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$500,000 with the same terms herein.

**3) Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

**4) Contractors Pollution Liability**

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The Cook County is to be named as an additional insured.

**5) Builders Risk/Installation**

When Contractor undertakes any construction, including improvements, betterments, and/or



repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: right to partial occupancy, materials stored off-site and in-transit, water including leakage, overflow, sewer backup and seepage, collapse, debris removal, damage to adjoining and existing property and faulty workmanship or materials. Cook County is to be named as an additional insured and loss payee.

The Contractor is responsible for any loss or damage to County property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Contractor.

6) Professional Liability

When any architects, engineers or any other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions, must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

8) Asbestos Abatement Liability

When any asbestos work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Office of the Chief Procurement Officer, 118 North Clark Room 1018 Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide



insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the County retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against Cook County, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by Cook County does not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.



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## SECTION 4 –WAGE RATES

### WAGES OF EMPLOYEES ON PUBLIC WORKS

- A. This contract is subject to "An Act Regulating the Wages of all Laborers, Mechanics and Other Workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order or ruling shall govern.
- B. If it is determined that the "prevailing rate of wages" will be used for this contract, the following conditions will be required:
- C. Not less than the prevailing rate of wages as found by the (public body) or Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this contract.
- D. The Contractor and each subcontractor shall keep an accurate record showing the name and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual wages paid to each of such persons.
- E. The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this contract.
- F. If the Department of Labor revised the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this contract.



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# ILLINOIS DEPARTMENT OF LABOR PREVAILING WAGE RATE

## Cook County Prevailing Wage for May 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		45.650	49.760	2.0	2.0	2.0	6.970	17.81	0.000	0.400
BRICK MASON		BLD		42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
CARPENTER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON		ALL		43.100	45.100	2.0	1.5	2.0	12.70	13.24	0.000	0.450
CERAMIC TILE FNSHER		BLD		35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710
COMM. ELECT.		BLD		39.000	41.800	1.5	1.5	2.0	8.420	11.98	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		35.960	51.100	1.5	1.5	2.0	8.390	11.60	0.000	0.360
ELECTRIC PWR LINEMAN		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRICIAN		ALL		44.000	47.000	1.5	1.5	2.0	13.33	14.77	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350
LABORER		ALL		38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500
LATHER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600
MARBLE MASON		BLD		41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000	0.760
MATERIAL TESTER I		ALL		28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MATERIALS TESTER II		ALL		33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MILLWRIGHT		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
OPERATING ENGINEER		BLD 1		47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 2		45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 3		43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 4		41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 5		50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 6		48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 7		50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 1		52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 2		50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 3		45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 4		37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 5		53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 6		35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 1		45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 2		44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 3		42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 4		41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 5		40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 6		48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 7		46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
ORNAMNTL IRON WORKER		ALL		43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650
PAINTER		ALL		40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770



# Cook County

PAINTER SIGNS	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER	ALL	43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
PIPEFITTER	BLD	46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER	BLD	42.250	44.790	1.5	1.5	2.0	11.40	12.19	0.000	0.650
PLUMBER	BLD	46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER	BLD	40.100	43.100	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER	BLD	41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690
SIGN HANGER	BLD	31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	BLD	42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
-> NOT IN EFFECT	ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD	37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620
TERRAZZO MASON	BLD	40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820
TILE MASON	BLD	42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	42.800	43.800	1.5	1.5	2.0	8.180	12.66	0.000	0.650

## Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri..)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)



**Section 1.01 Explanations****COOK COUNTY**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

**EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

**CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations



## Cook County

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including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel,



fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION



Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven;



Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane



## Cook County

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usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by



landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



**UNITED STATES DEPARTMENT OF LABOR  
DAVIS BACON WAGE RATES**

General Decision Number: IL150009 04/03/2015 IL9

Superseded General Decision Number: IL20140009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

**BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS** (does not include landscape projects).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015
2	01/30/2015
3	02/06/2015
4	02/20/2015
5	04/03/2015

ASBE0017-001 06/01/2014

	Rates	Fringes
<b>ASBESTOS WORKER/INSULATOR</b>		
Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....		
	\$ 48.45	24.35
Fire Stop Technician.....	\$ 38.76	23.15

**HAZARDOUS MATERIAL HANDLER**  
includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials,



whether they contain  
asbestos or not, from  
mechanical systems.....\$ 36.34      23.15

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BOIL0001-001 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 42.13	25.45

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BRIL0021-001 06/01/2014

	Rates	Fringes
BRICKLAYER.....	\$ 42.58	23.80

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BRIL0021-004 06/01/2014

	Rates	Fringes
Marble Mason.....	\$ 41.78	23.37

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BRIL0021-006 06/01/2014

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 40.88	22.43
TILE FINISHER.....	\$ 33.60	15.22
TILE SETTER.....	\$ 40.49	16.93

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BRIL0021-009 06/01/2014

	Rates	Fringes
MARBLE FINISHER.....	\$ 31.40	23.00

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BRIL0021-012 06/01/2014

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 41.62	22.46

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CARP0555-001 06/01/2014

	Rates	Fringes
CARPENTER Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer.....	\$ 43.35	27.67

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CARP0555-002 10/01/2014

	Rates	Fringes
CARPENTER (Excluding		



Cook County

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structures with elevators and  
structures over 3 1/2 stories)...\$ 34.11      27.67

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ELEC0009-003 06/02/2014

	Rates	Fringes
Line Construction		
Groundman.....	\$ 35.96	21.79
Lineman and Equipment		
Operator.....	\$ 46.10	27.94

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\* ELEC0134-001 06/02/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	28.85

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ELEC0134-002 04/01/1998

	Rates	Fringes
ELECTRICIAN		
CLASS "B".....	\$ 20.71	2.975+a+b

CLASS B SCOPE OF WORK:

Install magnetic or electronic replacement ballasts either singly or in groups including necessary wiring within fixture; Install replacement lamp holders and/or sockets including necessary wiring within fixture including relocating sockets within fixture; Install replacement lighting circuit breakers where necessary; Install replacement lighting switches where necessary; Repair lighting fixtures other than ballast or socket replacements; Rewire chandeliers or incandescent fixtures only within fixtures themselves.

FOOTNOTES:

a-Paid Vacation- Employees who have been employed for one year but less than three years receive 1 week of paid vacation; employees who have been employed three years but less than ten years receive 2 weeks of paid vacation; Employees who have been employed ten years but less than twenty years receive 3 weeks of paid vacation; and employees who have worked twenty or more years receive 4 weeks of paid vacation.

b-Funeral Leave-In the instance of the death of a mother, other-in-law; father, father-in-law, sister, brother, husband, wife, or a child of an employee shall receive up to three days of paid funeral leave.

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ELEC0134-003 06/02/2014

	Rates	Fringes
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**ELECTRICIAN**

ELECTRICAL TECHNICIAN.....\$ 39.00      21.10

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit.

\* ELEV0002-003 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 50.80	28.39+a+b

**FOOTNOTES:**

a) Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day and Christmas Day.

b) Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service; and 6% for less than 5 years of service.

\* ENGI0150-006 06/01/2014

**Building and Residential Construction**

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 47.10	32.05
GROUP 2.....	\$ 45.80	32.05
GROUP 3.....	\$ 43.25	32.05
GROUP 4.....	\$ 41.50	32.05

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS**

GROUP 1: Mechanic; Asphalt Plant\*; Asphalt Spreader; Autograde\*; Backhoes with Caisson attachment\*; Batch Plant\*; Benoto(Requires two Engineers); Boiler and Throttle Valve;



Caisson Rigs\*; Central Redi-Mix Plant\*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)\*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.\*; Concrete Paver 27E cu ft and Under\*; Concrete Placer\*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes\*; Cranes, Hammerhead\*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling\*; Formless Curb and Gutter Machine\*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes\*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol\*; Pile Drivers and Skid Rig\*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram (Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill\*; Roto Mill Grinder (36" and Over)\*; Roto Mill Grinder (Less Than 36")\*; Scoops-Tractor Drawn; Slip-Form Paver\*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines\*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Automatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)\*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

\*-Requires Oiler

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\* ENGI0150-025 06/01/2014

Heavy and Highway Construction



	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.30	32.05
GROUP 2.....	\$ 44.75	32.05
GROUP 3.....	\$ 42.70	32.05
GROUP 4.....	\$ 41.30	32.05
GROUP 5.....	\$ 40.10	32.05

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant\*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire\*; Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver\*; Backhoes with Caisson attachment\*; Ballast Regulator, Belt Loader\*; Caisson Rigs\*Car Dumper, Central Redi-Mix Plant\*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft\*; Concrete Placer\*; Concrete Tube Float; Cranes, all attachments\*; Cranes, Hammerhead, Linden, Peco and machines of a like nature\*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling\*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges\*; Field Mechanic Welder; Formless Curb and Gutter Machine\*; Gradall and machines of a like nature\*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted\*; Hoists, one, two, and three Drum; Hydraulic Backhoes\*; Backhoes with Shear attachments\*; Mucking Machine; Pile Drivers and Skid Rig\*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)\*; Rock Drill- Crawler or Skid Rig\*; Rock Drill truck mounted\*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)\*; Slip-Form Paver\*; Soil Test Drill Rig, truck mounted\*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader\*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine\*; Trenching Machine; Truck Mounted Concrete Pump with boom\*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.\*; Wheel Excavator\* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft\*

GROUP 2: Batch Plant\*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer;



Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed\*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

\*Requires Oiler

IRON0001-026 06/01/2013

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 42.32	33.74
Structural and Reinforcing..	\$ 42.07	33.74

IRON0063-001 06/01/2013

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 42.90	30.11



## IRON0063-002 06/01/2014

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 35.84	24.82

## IRON0136-001 07/01/2012

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		
Machinery Erectors.....	\$ 35.87	28.67
Master Riggers.....	\$ 38.37	28.67

## LABO0002-006 06/01/2014

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL)		
GROUP 1.....	\$ 38.00	24.40
GROUP 2.....	\$ 38.00	24.40
GROUP 3.....	\$ 28.075	24.40
GROUP 4.....	\$ 38.10	24.40
GROUP 5.....	\$ 38.15	24.40
GROUP 6.....	\$ 38.20	24.40
GROUP 7.....	\$ 38.22	24.40
GROUP 8.....	\$ 38.32	24.40
GROUP 9.....	\$ 38.35	24.40
GROUP 10.....	\$ 38.45	24.40
GROUP 11.....	\$ 38.27	24.40
GROUP 12.....	\$ 39.00	24.40

## LABORER CLASSIFICATIONS

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

GROUP 8: Firebrick & Boiler Laborers.



Cook County

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GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

---

LABO0002-007 06/01/2014

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 38.00	24.40
GROUP 2.....	\$ 38.27	24.40
GROUP 3.....	\$ 38.15	24.40
GROUP 4.....	\$ 38.27	24.40
GROUP 5.....	\$ 39.00	24.40

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

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LABO0002-008 06/01/2014

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 39.00	24.40
16 - 20 POUNDS.....	\$ 40.50	24.40
21 - 26 POUNDS.....	\$ 41.00	24.40
27 - 33 POUNDS.....	\$ 42.00	24.40
34 - AND OVER.....	\$ 43.00	24.40



## LABORER (Tunnel and Sewer)

GROUP 1.....	\$ 38.00	24.40
GROUP 2.....	\$ 38.12	24.40
GROUP 3.....	\$ 38.22	24.40
GROUP 4.....	\$ 38.35	24.40
GROUP 5.....	\$ 39.00	24.40

## LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammers; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

## LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammers; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABO0225-001 06/01/2011

Rates      Fringes

## LABORER (DEMOLITION/WRECKING)

GROUP 1.....	\$ 30.00	21.45
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Cook County

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GROUP 2.....	\$ 35.20	21.45
GROUP 3.....	\$ 35.20	21.45

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or  
Strip Out Work

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PAIN0014-001 06/01/2014

	Rates	Fringes
PAINTER (including taper).....	\$ 41.75	23.47

-----  
PAIN0027-001 06/01/2014

	Rates	Fringes
GLAZIER.....	\$ 40.50	30.82

-----  
PLAS0005-002 07/01/2014

	Rates	Fringes
PLASTERER.....	\$ 42.25	24.24

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PLAS0502-001 06/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 43.10	26.39

-----  
PLUM0130-001 06/01/2014

	Rates	Fringes
PLUMBER.....	\$ 46.65	25.52

-----  
PLUM0597-002 06/01/2014

	Rates	Fringes
PIPEFITTER.....	\$ 46.00	26.84

-----  
ROOF0011-001 12/01/2014

	Rates	Fringes
ROOFER.....	\$ 40.10	19.43

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SFIL0281-001 01/01/2015



	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.25	22.05

-----  
SHEE0073-001 06/01/2011

	Rates	Fringes
Sheet Metal Worker.....	\$ 40.56	27.23

-----  
SHEE0073-002 06/01/2011

	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK.....	\$ 27.63	27.23

-----  
TEAM0731-001 06/01/2011

#### COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles.....	\$ 33.85	16.85
4 Axles.....	\$ 34.10	16.85
5 Axles.....	\$ 34.30	16.85
6 Axles.....	\$ 34.50	16.85

#### FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

-----  
TEAM0731-002 03/01/2012

	Rates	Fringes
Traffic Control Device Monitor TRAFFIC SAFETY WORKER: Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and		



## Cook County

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installation of traffic  
signs, pavement markings,  
barricades, crash barrels  
and glare screens, traffic  
control surveillance, the  
repair and maintenance  
trucks, cars, arrow  
boards, message signs,  
barricade and sign  
fabrication equipment.....\$ 28.25      9.08

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TEAM0786-001 06/01/2008

### COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 31.33	.10+a
4 Axles.....	\$ 31.58	.10+a
5 Axles.....	\$ 31.78	.10+a
6 Axles.....	\$ 31.98	.10+a

#### FOOTNOTES:

a. \$463.00 per week.

An additional \$.20 per axle shall be paid for all vehicles  
with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence  
Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the  
same employer shall receive 1 week paid vacation; 3 years -  
2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20  
years - 4 weeks paid vacation.

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification



and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in



the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.



3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



**BID FORM 1E - SCHEDULE OF PRICES  
ELECTRICAL CONSTRUCTION**

CONTRACT FOR WORK  
CONTRACT DOCUMENT NO. 1555-14475-EC

FOR: **JOB ORDER CONTRACTING - ELECTRICAL CONSTRUCTION**

Proposal Submitted by:

Paschen M.G. Joint Venture

5515 N. East River Road

Chicago, Illinois 60656

To: The County of Cook

**PROPOSED ADJUSTMENT FACTORS:**

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Job Order issued under this Contract using Book 4 - Construction Task Catalog® (CTC) for Electrical Construction and Technical Specifications incorporated herein with the following adjustment factors:

1. **Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Prices specified in Book 4 - Construction Task Catalog® (CTC) multiplied by the Adjustment Factor of:

0.8589

(Specify to four (4) decimal places)

2. **Other Than Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Other than Normal Working Hours in the quantities specified in individual Job Orders against his Contract for the Unit Prices specified in Book 4 - Construction Task Catalog® (CTC) multiplied by the Adjustment Factor of:

0.9018

(Specify to four (4) decimal places)



3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

1.0500

(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2E

0.8909

(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on ~~July 10, 2015~~ July 24, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No. <u>1</u>	Date: <u>June 19, 2015</u>
Addendum No. <u>2</u>	Date: <u>June 24, 2015</u>
Addendum No. <u>3</u>	Date: <u>July 2, 2015</u>
Addendum No. <u>4</u>	Date: <u>July 8, 2015</u>
Addendum No. <u>5</u>	Date: <u>July 14, 2015</u>

**BIDDER NAME:**

Paschen M.G. Joint Venture



**BID FORM 2E – CALCULATION OF THE AWARD CRITERIA FIGURE  
ELECTRICAL CONSTRUCTION****BIDDER NAME:** Paschen M.G. Joint Venture

Line 1.	Normal Working Hours Adjustment Factor	<u>0.8589</u>
Line 2.	Multiply Line 1 by .60	<u>0.5153</u>
Line 3.	Other Than Normal Working Hours Adjustment Factor	<u>0.9018</u>
Line 4.	Multiply Line 3 by .30	<u>0.2706</u>
Line 5.	Non Pre-priced Adjustment Factor	<u>1.0500</u>
Line 6.	Multiply line 5 by .10 =	<u>0.1050</u>
Line 7.	<b>Award Criteria Figure</b> (Add lines 2, 4, and 6)	<u>0.8909</u> (Award Criteria Figure)

The Bidder shall complete Bid Form 2E - Calculation of the Award Criteria Figure and transfer Line 7 of Bid Form 2E, to the space provided on Bid Form 1E - Schedule of Prices for Electrical Construction, Line 4. The County reserves the right to revise all arithmetic calculations for correctness. **In the event of discrepancy, the Adjustment Factors used on Bid Form 1E will prevail and will be used to calculate the Award Criteria Figure on Bid Form 2E.**

Instructions To Bidder: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> decimal is rounded upward).

*Note To Bidder: The weights in lines 2, 4, and 6, above are for the purpose of calculating a Award Criteria Figure only. No assurances are made by the County that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the lowest Bidders.*

*When submitting Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5, as applicable.*



Cook County

## PROPOSAL AGREEMENTS

### BID

The undersigned agrees that the bid deposit of \$25,000 bid is enclosed herewith.

### PERFORMANCE AND PAYMENT BONDS

The undersigned agrees to furnish a Performance and Payment Bond as specified.

### EXAMINATION

The undersigned declares that he has carefully examined the Contract Documents and that he fully understands the detailed requirements of construction and all local conditions affecting the Contract.

### PERFORMANCE

The undersigned agrees to furnish all labor, materials and equipment necessary to complete the work described in, incidental to and in accordance with the Contract Documents for the amount of the Bid herein submitted.

### ACCEPTANCE OF BID PROPOSAL

undersigned further agrees that the Cook County Board of Commissioners have the right to reject any and all bid proposals.

### CONTRACT DOCUMENTS

The undersigned agrees that the Contract Document shall include: advertisement for bids, Book One - Instructions to Bidders Contract Conditions, Book Two - General Conditions, Book Three - Special Conditions, Book Three - the Construction Task Catalog®(CTC), Book Four - Technical Specifications; Contractor's proposal/bids, County's acceptance, Vendor's Certifications, certificate of pre-bid field inspection, Contractor's certificate concerning labor standards and prevailing wage requirements, minority and female participation, performance bond, proposal acceptance, general conditions, special conditions, general requirements, specifications, addenda, general and detailed plans and drawings, and any written agreements required to complete the Work. The undersigned further agrees that the above documents shall be considered one integrated document setting forth the obligations of the parties, including the performance of the Work, the furnishing of labor and materials and the basis of payment.

Signature

Leo J. Wright, Representative

Name (Type or Print)

Paschen M.G. Joint Venture

Bidder Name

5515 N. East River Road

Address

Chicago, Illinois 60656

City

State

Zip

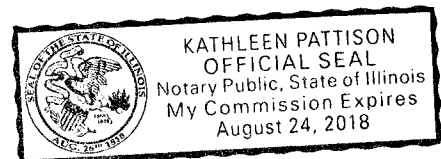
Subscribed and sworn to before me

this 26th day of June

2015

Notary Public

Commission expires: August 24, 2018





**SECTION 6 - ADDITIONAL DOCUMENTS TO BE EXECUTED AND SUBMITTED WITH THE  
BID**

**SURETY'S STATEMENT OF QUALIFICATION FOR BONDING**

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE, THIS  
CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS CONTRACT.

The undersigned confirms that Continental Casualty Company  
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount of the bid/Contract \_  
to 1555-14475-EC Paschen M.G. Joint Venture  
(NUMBER) (BIDDER)

The penalty of this bond is to be \$ 25,000.00  
(TOTAL DOLLAR AMOUNT OF CONTRACT)

  
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

SURETY  
CORPORATE  
SEAL

Adrienne C. Stevenson  
(ATTORNEY IN FACT)

AMB # 002128 NAIC # 20443  
AMB# NAIC #



**SECTION 6 - ADDITIONAL DOCUMENTS TO BE EXECUTED AND SUBMITTED WITH THE  
BID**

**SURETY'S STATEMENT OF QUALIFICATION FOR BONDING**

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE, THIS  
CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS CONTRACT.

The undersigned confirms that Continental Casualty Company  
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount of the bid/Contract \_\_

to 1555-14475-EC Paschen M.G. Joint Venture  
(NUMBER) (BIDDER)

The penalty of this bond is to be \$ One Hundred Percent (100%) of Amount Bid  
(TOTAL DOLLAR AMOUNT OF CONTRACT)

  
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

SURETY  
CORPORATE  
SEAL

Adrienne C. Stevenson  
(ATTORNEY IN FACT)

AMB # 002128 NAIC # 20443  
AMB# NAIC #



# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Paschen M.G. Joint Venture

5515 N. East River Road

Chicago, Illinois 60656

### SURETY:

(Name, legal status and principal place of business)

Continental Casualty Company

333 S. Wabash Avenue, 41st Floor

Chicago, IL 60604

### OWNER:

(Name, legal status and address)

County of Cook

69 W. Washington; Suite 2830

Chicago, Illinois 60602

**BOND AMOUNT:** Twenty Five Thousand & no/100---(\$25,000.00) Dollars

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### PROJECT:

(Name, location or address, and Project number, if any)

County-Wide Job Order Contract

Solicitation # 1555-14475-EC; Electrical Construction

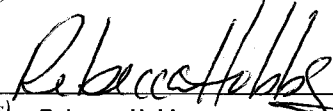
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

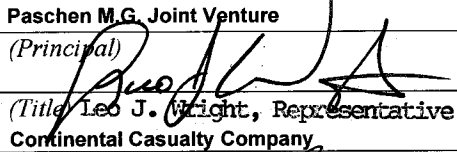
Signed and sealed this 26th day of June, 2015

  
(Witness)

  
(Witness) Rebecca Hobbs

Paschen M.G. Joint Venture

(Principal)

  
(Title) Leo J. Wright, Representative  
Continental Casualty Company

(Surety)

  
(Title) Adrienne C. Stevenson, Attorney-In-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110



STATE OF ILLINOIS  
COUNTY OF COOK

I, Rebecca J. Hobbs a notary Public in and for said County, do hereby certify that  
Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to  
be the same person whose name is subscribed to the foregoing instrument, appeared before me  
this day in person, and acknowledged that they signed, sealed, and delivered said instrument  
for and on behalf of

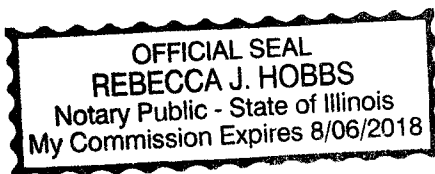
CONTINENTAL CASUALTY COMPANY

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,

this 26<sup>th</sup> day of June A.D. 2015

Rebecca J. Hobbs  
Notary Public





## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**C R Hernandez, Beatriz Polito, Adrienne C Stevenson, John K Johnson, Amy B Wickett, Katherine J Foreit, Michael Dougherty, Trini Garcia, Rebecca Hobbs**, Individually

of Chicago, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of June, 2015.

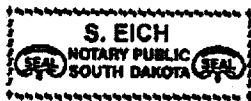


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of June, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires February 12, 2021

S. Eich Notary Public

## CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 26th day of June, 2015.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

D. Bult Assistant Secretary



## **Authorizing By-Laws and Resolutions**

### **ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:**

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

**"RESOLVED:** That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

### **ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:**

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

**"RESOLVED:** That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

### **ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:**

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

**"RESOLVED:** That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."





OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

November 3, 2015

Ms. Shannon Andrews  
Chief Procurement Officer  
County Building, Room 1018  
Chicago, IL 60602

Re: Contract #1555-14475  
County-wide Job Order Contract (JOC)

Dear Ms. Andrews:

The following bid response for the above referenced contract has been reviewed for compliance regarding the Minority- and Women- owned Business Enterprises Ordinance and has been found to be responsive to the Construction goals of 24% MBE and 10% WBE participation, and 34% DBE participation for Federally Funded projects.

#	Contracts	Recommended Vendor	Base Term Amount (2 years)
1	1555-14475 GC	F.H. Paschen, S.N. Nielsen & Associates LLC	\$7,000,000.00
2	1555-14475 GC	AGAE Contractors, Inc. (GC)	\$7,000,000.00
3	1555-14475 GC	Paul Borg Construction Company (GC)	\$7,000,000.00
4	1555-14475 GC	Old Veteran Construction, Inc.	\$7,000,000.00
5	1555-14475 MC	S Mechanical, Inc.	\$5,000,000.00
6	1555-14475 MC	Paschen Autumn Joint Venture	\$5,000,000.00
7	1555-14475 EC	Paschen M. G. Joint Venture	\$5,000,000.00
8	1555-14475 EC	Sharlen Electric Company	\$5,000,000.00
9	1555-14475 SW	F.H. Paschen, S.N. Nielsen & Associates LLC	\$4,000,000.00
10	1555-14475 SW	MQ Sewer & Water Contractors, Inc. dba MQ Construction Company	\$4,000,000.00
11	1555-14475 D	F.H. Paschen, S.N. Nielsen & Associates LLC	\$10,000,000.00
12	1555-14475 D	Old Veteran Construction, Inc.	\$10,000,000.00
13	1555-14475 RC	Pacific Construction Services, Inc.	\$0.00
14	1555-14475 GC SBE	AGAE Contractors, Inc. *	\$3,000,000.00
15	1555-14475 GC SBE	Pacific Construction Services, Inc. *	\$3,000,000.00
16	1555-14475 MC SBE	Autumn Construction Services, Inc. *	\$2,000,000.00
17	1555-14475 EC SBE	All Tech Energy, Inc. *	\$2,000,000.00
18	1555-14475 SW SBE	MQ Sewer & Water Contractors, Inc. dba MQ Construction Company *	\$1,500,000.00
19	1555-14475 D SBE	AGAE Contractors, Inc. *	\$1,500,000.00
20	1555-14475 RC SBE	Accel Construction Services, Inc. *	\$0.00

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board  
of Commissioners

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

EDWIN REYES

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District



Please be advised that the Office of Contract Compliance will review and approve each contract proposal based on actual dollar amounts and percentages.

\*The aforementioned firms have each submitted an Affidavit of Small Business Status.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Gomez". There is a small mark above the end of the signature.

Jacqueline Gomez

Director

JG/la

Cc: Sheila Atkins, Office of Capital Planning & Policy



Cook County

**MBE/WBE/DBE/SBE COMMITMENT FORM**

CONTRACT FOR WORK

SOLICITATION NO. 1555-14475-EC

FOR: County-Wide Job Order Contract - Electrical Construction

Proposal Submitted by:

Paschen M.G. Joint Venture

5515 N. East River Road

Chicago, Illinois 60656

To: The County of Cook

Indicate if your firm is a certified minority-owned business Yes X No

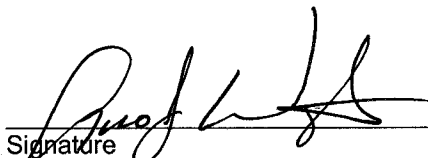
If "Yes", please attach a copy of certification

I HEREBY DECLARE AND AFFIRM that I am a duly authorized

representative of: Paschen M.G. Joint Venture,  
Bidder's Name

that I have personally reviewed the Contract Documents, the M/W/D/SBE Goals set forth herein, and commit to meeting or exceeding the

MBE Goal: 24%  
WBE Goal: 10%  
DBE Goal: 34% (For Federally Funded Job Orders Only)  
SBE Goal: 51% (For SBE Contracts Only)

  
Signature


Leo J. Wright, Representative  
Name (Type or Print)

Paschen M.G. Joint Venture  
Bidder Name

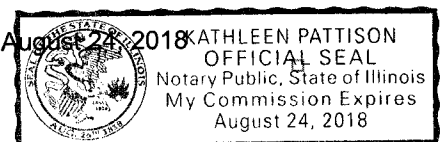
5515 N. East River Road  
Address

Chicago IL 60656  
City State Zip

Subscribed and sworn to before me  
this 26th day of June, 2015

  
Notary Public

Commission expires: August 24, 2018





**CONTRACTOR'S CERTIFICATE CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

Recipient:

County of Cook  
118 N. Clark Street  
Chicago, IL 60602

Date: June 26, 2015

Project Number: 1555-14475-EC

Project Name: County-Wide Job Order Contract

Electrical Construction

1. The undersigned acknowledges the following with respect to any Job Order issued by the County:
  - (a) The Labor Standard provisions are included in the aforesaid Contract;
  - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility;
2. He certifies that:
  - (a) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
  - (b) No part of the aforementioned Contract has been or will be sub-contracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the Subcontractors.
4. He certifies that:
  - (a) the legal name and the business address of the undersigned are: Paschen Autumn Joint Venture  
5515 N. East River Road  
Chicago, Illinois 60656
  - (b) The undersigned is (check one):

<u>          </u>	Sole	Proprietorship	
<u>          </u>	Partnership	Corporation	
<u>      X      </u>	Other Organization (Describe)	Joint Venture	



- (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>F.H. Paschen, S.N. Nielsen &amp; Associates LLC Joint Venturer 5515 N.E. River Rd., Chicago, IL 60656</u>		
<u>M.G. Electric Service Compnay Joint Venturer 1450 E. Algonquin Rd., Arlington Heights, IL 60005</u>		

- (d) The name and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
<u>None</u>		

- (e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
<u>None</u>		

CONTRACTOR: Paschen M.G. Joint Venture

SIGNATURE:   
Leo J. Wright, Representative

DATE: June 26, 2015



**BID DEPOSIT FORM**AS REQUIRED BY INSTRUCTION TO BIDDER OF/AND IN  
CONJUNCTION WITH THE BID HEREWITH SUBMITTED

TO: County of Cook

BID FOR: County-Wide Job Order Contract / Electrical ConstructionBID DOCUMENT NUMBER: 1555-14475-EC BID OPENING DATE: June 26, 2015

We deposit (subject to all conditions of said proposal) the following described deposit check:

( ) Cashier's Check ( ) Bank Draft (X) Other Bid BondDrawn on: \_\_\_\_\_ of: \_\_\_\_\_  
BANK CITY STATE

Draft or Check Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Submitted by: Paschen M.G. Joint Venture

BIDDER'S NAME

5515 N. East River Road

STREET ADDRESS

ChicagoIL60656

CITY

STATE

ZIP CODE

DO NOT WRITE IN THE SPACES BELOW

The Above Described Deposit Check is:

1. ( )	HELD: _____	DATE: _____
2. ( )	MAILED: _____	DATE: _____
3. ( )	DELIVERED TO: _____	DATE: _____
4. ( )	BOND SUBSTITUTED: _____	DATE: _____
5. ( )	BOND MAILED TO: _____	DATE: _____







## RELEVANT EXPERIENCE

List a minimum of three (3) contracts for comparable projects completed in the last five years or currently in-progress. Contracts may be in the Private or Public Sector.

Provide the information in the following format. Include photographs and other standard project information. All information must be printed, clear and legible. References must be available / accessible.

## Project Information

Project Name:	<u>Housing Authority of Cook County (HACC) Security Cameras</u>
Project Location:	<u>Senior Buildings - Various Locations, Cook County</u>
Project Type:	<u>JOC Project - Electrical</u>
Description of Work	<u>Installation of wiring and security cameras in the HACC Senior Building.</u> <u>Design-Built in conjunction with the HACC.</u>

**Bidder's Role:**  
CHECK ALL THAT APPLY

General Contractor   X   Subcontractor         
Joint Venture        Design-Build   X  

### Client Information

Client:	<u>Housing Authority of Cook County</u>		
Address:	<u>175 W. Jackson, Chicago IL</u>		
Client Reference:	<u>Richard Monocchio</u>	<u>Executive Director</u>	<u>312-542-4851</u>
	NAME	TITLE	AREA CODE &PHONE NO

## Architect Information

Architect: NA

Address: \_\_\_\_\_

Architect Reference: \_\_\_\_\_

NAME	TITLE	AREA CODE & PHONE NO.
------	-------	-----------------------

### **Contract Information**

Contract Type	Contract for Work <u>  X  </u>	Design-Build <u>  X  </u>
Original Contract Amount:	<u>\$425,848</u>	
Final Contract Amount:	<u>\$425,848</u>	
Original Completion Schedule:	<u>1/5/13</u>	
Actual Completion Schedule:	<u>1/5/13</u>	



**RELEVANT EXPERIENCE**

List a minimum of three (3) contracts for comparable projects completed in the last five years or currently in-progress. Contracts may be in the Private or Public Sector.

Provide the information in the following format. Include photographs and other standard project information. All information must be printed, clear and legible. References must be available / accessible.

**Project Information**

Project Name: North Park Bus Garage - Plug In Electrical Boxes

Project Location: 3112 W. Foster Ave., Chicago IL

Project Type: JOC Contract - Electrical

Description of Work Installation of electrical boxes, conduit, toggle switches to provide power  
to reel encloses for hybrid bus parking area.

Bidder's Role:  
CHECK ALL THAT APPLY

General Contractor X Subcontractor \_\_\_\_\_  
Joint Venture \_\_\_\_\_ Design-Builder \_\_\_\_\_

**Client Information**

Client: The Chicago Transit Authority

Address: 567 Lake St., Chicago IL

Client Reference: Steve Marcheri General Manger 312-681-3873  
NAME TITLE AREA CODE & PHONE NO

**Architect Information**

Architect: NA

Address: \_\_\_\_\_

Architect Reference: \_\_\_\_\_  
NAME TITLE AREA CODE & PHONE NO.

**Contract Information**

Contract Type Contract for Work X Design-Build \_\_\_\_\_

Original Contract Amount: \$41,606

Final Contract Amount: \$41,606

Original Completion Schedule: 2/15/12

Actual Completion Schedule: 2/15/12



**RELEVANT EXPERIENCE**

List a minimum of three (3) contracts for comparable projects completed in the last five years or currently in-progress. Contracts may be in the Private or Public Sector.

Provide the information in the following format. Include photographs and other standard project information. All information must be printed, clear and legible. References must be available / accessible.

**Project Information**

Project Name: State St. Subway Fan / Louvers Controls

Project Location: 630 N. State St., Chicago, IL

Project Type: JOC Contract - Electrical

Description of Work: The scope of work included the removal and replacement of the existing Fan Control Electrical Equipment, work was performed at the tract and street level.

Bidder's Role:  
CHECK ALL THAT APPLY

General Contractor X      Subcontractor \_\_\_\_\_  
Joint Venture \_\_\_\_\_      Design-Builder \_\_\_\_\_

**Client Information**

Client: The Chicago transit Authority

Address: 567 Lake St. , Chicago IL

Client Reference: Steve Marscheri      General Manager      312-681-3873  
NAME      TITLE      AREA CODE & PHONE NO

**Architect Information**

Architect: NA

Address: \_\_\_\_\_

Architect Reference: \_\_\_\_\_  
NAME      TITLE      AREA CODE & PHONE NO.

**Contract Information**

Contract Type: Contract for Work X      Design-Build \_\_\_\_\_

Original Contract Amount: \$138,325

Final Contract Amount: \$138,325

Original Completion Schedule: 8/17/12

Actual Completion Schedule: 8/17/12



## MECHANICAL AND ELECTRICAL LICENSE

*To be inserted by the Bidder.*

A Mechanical License is required for all Bidders submitting a bid on the Mechanical Construction Contract.

An Electrical License is required for all Bidders submitting a bid on the Electrical Construction Contract.



# CERTIFICATE OF REGISTRATION

ISSUED BY THE  
DEPARTMENT OF BUILDING AND ZONING  
OF COOK COUNTY

FIRM NAME: **M.G.ELECTRIC SERVICE**  
**1450 E ALGONQUIN ROAD**  
**ARLINGTON HEIGHTS, IL. 60005**

TYPE OF CONTRACTOR: **ELECTRIC**

REGISTRATION NO.: **008151**

DATE ISSUED: **DECEMBER 10, 2014** FEE PAID: **\$52.50** VALID TO: **NOVEMBER 30, 2015**



BUILDING AND ZONING COMMISSIONER  
TIMOTHY P. BLEUHER

Thank you for registering as a Contractor with the Cook County Department of Building and Zoning. Please be advised that you should retain the Certificate of Registration above in your office. The Contractor's Registration Card (lower right hand corner) must be kept on your person and you may be required to produce this card at times for Inspectors of the Department of Building and Zoning.

**M.G.ELECTRIC SERVICE**  
**1450 E ALGONQUIN ROAD**  
**ARLINGTON HEIGHTS, IL. 60005**

## DEPARTMENT OF BUILDING & ZONING OF COOK COUNTY

TONI PRECKWINKLE      TIMOTHY P. BLEUHER  
President of the Board of      Commissioner of Building  
Commissioners of Cook County      and Zoning of Cook County

### CONTRACTOR REGISTRATION CARD M.G.ELECTRIC SERVICE

Firm \_\_\_\_\_  
Address 1450 E ALGONQUIN ROAD ARLINGTON HEIGHTS, IL.  
Owner CORPORATION  
Type of Contractor ELECTRIC  
Authorized Member of Firm \_\_\_\_\_  
Registration No. 008151 Valid to NOVEMBER 30, 2015  
Signature \_\_\_\_\_  
COMMISSIONER



DEPARTMENT OF REVENUE  
General Business License Unit  
118 N. Clark Street, Room 1160  
Chicago, IL 60602



GBL-2015-004437

**Contact:**

Mr. Ronald Desideri

**COOK COUNTY  
GENERAL BUSINESS LICENSE**

**M G Electric Service Company Inc.**

IBT # 0768-8997  
1450 E. Algonquin Rd.  
Arlington Heights, IL 60005

**Expires: 2/28/2017**

**THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISE**

**Zahra Ali, Director of Revenue**







Rahm Emanuel, Mayor

# *Certificate of Registration*

*issued by the*

## *Department of Buildings of the City of Chicago*

*This is to Certify that  
located at M.G. ELECTRIC SERVICE COMPANY - ECC19173  
1450 E. ALGONQUIN RD. ARLINGTON HEIGHTS, IL 60005-  
having complied with the requirements of Ordinances passed by the City Council of the City of Chicago  
providing for the registration of electrical contractors is hereby recorded as a*

### **REGISTERED ELECTRICAL CONTRACTOR**

**General Electrician**

*and is entitled to perform electrical work in the City of Chicago under the Direction of Supervising Electrician  
provided that such work permits are subject to the provisions of all the Ordinances of the City of Chicago  
now in force or which may be hereafter passed. This certificate EXPIRES July 1, 2016.*

**SUPERVISING ELECTRICIAN: THOMAS J DESIDERI - SE6172**

*In Witness Whereof I have hereunto set my hand on June 23, 2015.*

Felicia S. Davis, Commissioner



**MBE/WBE/DBE/SBE PARTICIPATION PLAN**

*To be inserted by the Bidder.*

- A. Bidders must prepare, and submit with his Bid Proposal, an MBE/WBE/DBE/SBE Participation Plan.
- B. The MBE/WBE/DBE/SBE Participation Plan must, at a minimum, address the following topics:
  - 1. The type of work the Bidder self performs
  - 2. The type of work the Bidder intends to self perform
  - 3. Whether or not the Bidder intends to subcontract Work the Bidder could self perform for the purpose of meeting or exceeding the MBE/WBE/DBE/SBE goals set forth in this Solicitation.
  - 4. A list of MBE, WBE, AND DBE subcontractors the Bidder may utilize to achieve the MBE/WBE/DBE/SBE goals
  - 5. Whether or not the Bidder feels the MBE/WBE/DBE/SBE goals set forth in this solicitation are achievable.



## JOINT VENTURE AGREEMENT

This Joint Venture Agreement (the "Agreement") is executed this 23<sup>rd</sup> day of June 2014, by and between F.H. Paschen, S.N. Nielsen & Associates LLC ("FHP"), an Illinois Limited Liability company, having its principal place of business at 5515 N. East River Road, Chicago, IL 60656 and M.G. Electric Service Co. ("MGE"), an Illinois Incorporated Company, having its principal place of business at 1450 E. Algonquin Road, Arlington Heights, Illinois 60005, shall collectively be referred to herein as the "Parties".

### WITNESSETH

WHEREAS, Cook County (the "Owner"), has solicited bids for a construction project known as County Wide Job Order Contract Electrical Construction 1555-14475-EC (hereinafter referred to as the "Project"); and

WHEREAS, the Parties desire to associate with one another as joint venturers for the purpose of (i) preparing and submitting to the Owner a Proposal and Bid (hereinafter collectively referred to herein as the "Proposal and Bid") for the award of the Project and, (ii) if successful, to construct the Project pursuant to the terms of a Contract with the Owner (the "Contract"); and

WHEREAS, in connection with the Proposal and Bid, and the Contract if the Proposal and Bid is accepted by the Owner, the Parties hereto desire to describe, define and agree upon their respective duties, rights, interest and obligations as between themselves with respect to the Bid issued by the Joint Venture to the Owner and/or the Contract if awarded by the Owner to the Joint Venture.

NOW THEREFORE, in consideration of the mutual promises and agreements herein given to one another, the Parties forming this Joint Venture agree as follows:

**1. Formation, Purpose and Scope:**

The Parties hereto associate themselves as a Joint Venture for the sole and limited purpose of: (a) preparing and submitting one Proposal and Bid to the Owner for award of the Project Contract and for (b) executing, carrying out and performing the Contract to be entered into with the Owner if awarded to the Joint Venture. This Joint Venture is limited to the Proposal and Bid and Contract work for the Project. Each of the respective Parties to this Agreement may otherwise carry on its separate business for its sole benefit.

**2. Name and Location:**

The name of this Joint Venture shall be Paschen MGE Joint Venture (hereinafter the "Joint Venture"). The initial principal place of business of the Joint Venture shall be 5515 N. East River Road, Chicago, Illinois 60656 subject to relocation at the sole discretion of the Managing Party (as designated herein).



**3. Relationship of the Parties:**

3.1 Nothing contained in this Agreement shall be construed to create a partnership between the Parties or give rise to any agency relationship other than as specifically set forth in this Agreement for performance of the Contract. The Parties hereto shall be joint venturers only with respect to preparation and submission of the Proposal and Bid and the performance of the Contract, and nothing contained in this Agreement shall render any Party liable for any debts or obligations unrelated to the Joint Venture.

3.2 This Joint Venture Agreement shall continue in effect until terminated pursuant to Section 23 of this Agreement.

3.3 Nothing contained in this Agreement shall create or be interpreted or construed so as to create any permanent relationship between the Parties hereto or limit their respective rights to carry on their individual businesses for their own respective benefit, including other work for the Owner which does not relate to the Project.

**4. Interest of the Parties/Division of Responsibility of the Work:**

4.1 Except as may otherwise be provided herein, each Party shall be entitled to those interest and shares in and to the Joint Venture and its assets and property, and any revenues, profits, losses, liabilities and tax benefits which may be derived from the performance of the Contract, and shall be responsible as among the Parties for those obligations and liabilities in connection with the Contract, and with respect to any and all obligations and liabilities of the Joint Venture in connection therewith shall be in the following percentages:

FHP	51%
MGE	49%

FHP shall be the "Managing Party" as the term is used herein.

4.2 If the Contract is awarded by the Owner, as between themselves, FHP shall undertake and be fully responsible for the work and shall undertake and be fully responsible for the work to be determined by and between the Parties at the finalization of negotiations of the Contract with the Owner and pursuant to the to be prepared Schedule B, made a part hereof by reference. As provided herein, the respective Party shall furnish the staff and labor required to perform their portion of the Contract work as determined by the Management Committee and Schedule B. Such labor shall be in accordance with the terms of any applicable collective bargaining agreement(s).



4.3 Each Party shall be reimbursed for all Joint Venture authorized expenses incurred in providing said labor including the Project Manager as approved by the Managing Party and the Management Committee. This reimbursement shall include salaries, insurance, employee benefits, worker's compensation insurance, and other related employment taxes levied by Federal, State or local authorities. There shall be no mark-up as to any costs incurred by either Party and charged to the Joint Venture as the profits will be split as provided herein, including, without limitation, Paragraph 4.1.

**5. Best Efforts:**

Each Party hereto shall use its best efforts to carry out the purposes of this Agreement to cooperate with the other Party fully and to attend all meetings of the Joint Venture and management Committee to the end that the business affairs of the Joint Venture shall be conducted in an orderly and businesslike manner. In no event shall the existence of any dispute excuse any Party from the full and faithful performance of this Agreement.

**6. Pre-Proposal/Bid, Pre-Award and Initial Award Considerations:**

6.1 FHP shall coordinate the preparation of the Proposal and Bid with appropriate input from (M.G. Electric Service Co.). The Parties hereby agree to submit a Proposal and Bid to the Owner's specifications in an amount and on terms mutually agreeable to the Parties prior to its submission. Approval of the Contract price and terms and conditions shall be by both parties and will be evidenced by execution of the contract on behalf of each Party hereto. Should the Parties fail to agree as to the terms and conditions of the Proposal or bid, the Joint Venture and this Agreement shall terminate, subject to the rights and obligations to the Parties which may have accrued prior to such termination.

6.2 If at any time prior to the actual submission of the Proposal or bid to the Owner any Party may withdraw and be under no further obligation hereunder. Upon the withdrawal by one Party the other Party may submit a Project Bid alone, or in conjunction with another third party, without any obligation to the withdrawing Party. In this event, the remaining Party must provide its own Payment and Performance Bond. In addition, if the Proposal and Bid of the Parties as submitted to the Owner is unsuccessful, any Party hereto may perform work for this Project only with the prior written consent of the other Party.

6.3 Any negotiations between the Parties and the Owner or between the Parties and the sureties, if any, subsequent to the submission of the Proposal and Bid, but prior to any Contract award, shall be conducted by the Parties jointly.

6.4 All pre-Proposal and Bid costs shall be the sole cost and expense of the Party incurring same and shall not be considered a cost of the work pursuant to the Contract or an obligation of the Joint Venture.

6.5 The Joint Venture and this Agreement shall be null and void if the Joint Venture is not awarded the Project Contract by the Owner subject only to any costs and expenses jointly incurred by the Parties hereto.



6.6 If awarded the Contract, the Parties shall jointly and severally execute the Contract and all bonds which may be required by the Contract and each shall cause the execution and delivery of corporate indemnity agreements as required by any surety or as required by the managing Party from time to time. All bonds and insurance which may be required by the Bid, Contract or this Agreement shall be provided as contained therein and herein.

**7. Indemnification:**

7.1 Except as otherwise expressly contained herein, to the extent that any uninsured loss or liability incurred or sustained by reason of or in connection with the execution or performance of the Contract or this Agreement or by reason of the execution of any surety, construction bond or indemnity agreement executed in connection with the Project, exceeds the Party's joint venture interest as provided and contained in Paragraph 4.1 herein the other Party shall indemnify and hold harmless such Party for the amount in excess of the Party's joint venture interest as defined and contained in Paragraph 4.1.

7.2 Except as otherwise expressly contained herein, each party agrees to indemnify, defend and hold harmless the Joint Venture and the other Party from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and costs, arising from or attributable to performance of work by said party on the Project to the extent such are caused in whole or in part by any negligent act or omission of said party, anyone directly or indirectly employed by said Party or anyone for whose acts said Party may be liable, regardless of whether such claims, damages, losses and expenses are caused in part by the other party indemnified hereunder.

7.3 Notwithstanding any of the foregoing, no Party shall be entitled to indemnification from the other Party for the Wrongful Actions, negligence or intentional misconduct of said party. Wrongful Actions shall mean actions that constitute fraud, bad faith, willful violation of this Agreement or willful violation of law.

**8. Insurance:**

8.1 The Management Committee shall determine the amount, type and limits of insurance coverage needed to protect the Joint Venture and the Parties hereto against any risk of loss that will be assumed or required under the Contract and this Agreement. The responsibility for obtaining, and paying all costs for same, in regards to all required and necessary Contract insurance shall be borne by the Joint Venture, or each party hereto, as provided and listed on the attached Schedule A.

8.2 As applicable, the parties hereto shall name as an "additional insured" the Joint Venture, the other Party hereto, the owner and others as additionally required by the Contract on all insurance require as provided in Schedule A.

8.3 All insurers contemplated herein and on the attached Schedule A shall be required to waive all rights of subrogation against any or all of the Parties hereto including the Joint



Venture, or their officers, employees, representatives, agents, parents, subsidiaries, affiliates or surety company or companies.

8.4 Prior to commencement of the Contract, each Party shall provide the other Party copies of its policies or certificates of insurance, or other required evidence, setting forth the insurance policies obtained and the extent of coverage of each policy as required on Schedule A.

**9. Contract Bond(s):**

9.1 As a matter of convenience in the formulation of the Proposal and Bid to be submitted by the Joint Venture to the owner the proportionate costs of the Contract Bonds; specifically, but not limited to payment bonds, performance bonds, street use bonds, right of way bonds and other such bonds as may be required of the Joint Venture by the owner, will be provided for and included in the Schedule of Bid prices as provided herein.

9.2 Each Party hereto shall execute the Contract Bonds, but each party shall participate in such Bonds only in accordance with its proportionate interest in the Work as evidenced by the ratio of the Dollar Value of its share of the Work to the entire Dollar Value of the Work covered by this Agreement as contained in Paragraph 4.1, or as otherwise provided in any Attachment hereto or as provided in the Contract with the Owner.

9.3 Each Party shall obtain from its own bonding company and at its own expense its portion of the Contract Bonds amount. Each Party's bonding company shall then participate in the same proportion as a co-surety for the Contract Bonds as the respective Parties proportional share stated above in Paragraph 9.2. Any additional bond charges accruing as a result of change orders will be borne by the party responsible for the work covered by the change order. In the event any Party hereto is unable to produce the Bonds required hereunder, the other Joint Venture party may, but shall not be required to, obtain the required Bonds to be charged to the noncomplying party at a bond rate of 2.5% plus all other expenses related thereto including, but not limited to, revised indemnities.

9.4 At the Managing Party's discretion and direction, any Joint Venture Party performing work for the Joint Venture as a subcontractor will be required to furnish a Performance Bond and a Labor and Material Bond each in the amount of 100% of the subcontract amount. These bonds must be executed by a corporate surety with an A.M. best rating of "A-," or better, licensed in the appropriate jurisdiction where the work is to be performed, and listed in the current U.S. Department of Treasury Circular 570 with an underwriting limitation of \$5 million or consistent with the face amount of the bonds, whichever is greater. The premium for providing these bonds must be included in the subcontract amount.

9.5 All Bonds shall be provided on an AIA bond form or another form acceptable to the Joint Venture. All bond forms shall be accompanied by an appropriate power of attorney from the surety.



9.6 All bonds shall be furnished upon the earlier of the date of execution of the Agreement, the Contract with the Owner or commencement of any work by the Joint Venture on the Projects as the case may be or as required by the Contract.

9.7 The Joint Venture Parties acknowledge that the cost of all bond premiums has been included in the Contract price. Additional premiums for any increase in the contract price or any extension of the Contractor's work shall be included in the price of any change order for the Project or as provided in Paragraph 9.4 herein.

9.8 Notice of change, alteration or modification to the terms and conditions of this Agreement or the Contract with the Owner, shall not require notice to or consent from Surety(s), such notice and consent being hereby waived.

9.9 Any change in the Contract amount shall automatically result in a corresponding change in the penal amount of the Bonds without the consent of the Surety(s) obtained in advance.

9.10 In addition, each party hereto, at the request of the Management Committee, shall execute all applications and indemnity agreements required by the sureties, and/or one of the Joint Venture Parties, on any bond required in connection with the Contract with the Owner as may have been previously agreed to by the Parties. Each party shall indemnify the other against any loss in connection with the Indemnity Agreements required by the sureties on any bond in excess of each party's proportionate share of such loss as contained in Paragraph 4.1.

**10. Bank Account; Working Capital:**

10.1 A bank account shall be opened at MB Financial Bank in the name of the Joint Venture and in which all capital, including capital contributions, all funds advanced for the performance of the Contract as well as all funds received by the Joint Venture from any source (including, but not limited to, payments from the Owner or otherwise received on account of the Contract) shall be deposited. This account shall be subject to the control of the management Committee. Signature requirements, deposits and withdrawals shall be made with respect to the bank account in such manner and in such form as the Managing party determines from time to time. All invoices received by the Joint Venture and approved for payment by the Project Manager and/or the Management Committee as provided herein shall be paid on checks drawn on said bank account and signed by person(s) so authorized by the management committee to draw upon the funds of the Joint Venture.

10.2 The Management committee may cause funds of the Joint Venture to be invested as deemed appropriate by the Management Committee.

10.3 As and for the initial capital to be contributed by each party hereto the Parties hereto shall advance and pay into the Joint Venture bank account the following sums:



FHP	\$12,000
MGE	\$ 8,000

within seven (7) days after execution of the contract with the Owner.

10.4 Any additional working capital requirement(s) in addition to the initial working capital deposit listed in Paragraph 10.3 shall be determined by the management committee appointed in accordance with Paragraph 11 herein and, if required, the additional working capital shall be deposited by the party or Parties in their respective required shares within seven (7) days after notice thereof.

10.5 Failure of any Party to make its appropriate contribution of capital or additional capital shall constitute a default by such party. In the event either Party is unable to, or fails to or neglects to advance or contribute its proportionate share of the working capital required for the purpose of the Joint Venture or in performance of the contract, then the other Party may, but shall not be required to, advance the deficiency or any part thereof. Should the other Party advance such sum, the Party shall be entitled to a proportionately larger share of the profits of the Joint Venture so that any profits shall be divided between the Parties in the proportion in which they advance working capital even though, at a later date, the Party in default shall offer to make good or shall make good its default in advancing working capital. The Party failing to advance its share of working capital however, shall not be relieved of its obligations to share any loss arising from the Joint Venture.

10.6 All working capital advanced pursuant to paragraph 10.5 by the Non-Defaulting Party shall bear interest at a rate of 6% per annum or 2% greater than the prime rate listed at MB Financial Bank whichever is higher, and shall be repaid to the Party advancing the same prior to the distribution of any profits. No part of any working capital advanced to the Joint Venture shall be returned to either Party prior to the completion of the Project except as may otherwise be mutually agreed upon by the Management Committee.

10.7 Except as otherwise provided herein, and at the discretion and direction of the Management Committee, all monies contributed by the Parties to this Joint Venture and all monies received as payments under the Contract or otherwise received shall be treated and regarded as and are declared to be, trust funds for the performance of the Contract and for no other purpose until the Contract shall have been fully completed and accepted by the owner and until all obligations of the Parties hereto shall have been paid, otherwise discharged, or provided for by adequate reserves. The reserves shall likewise be treated as trust funds until they have served the purposes for which they were created.

## **11. Management Committee:**

11.1 All affairs of the Joint Venture, including without limitation the policies and procedures for the execution of Contract work, the review and supervision of the operation of the



Joint Venture (including Project Schedule and Budget), the amount, manner and timing of the payments, disbursement of funds, need for capital, reserves, and contributions, securing of bonds and insurance, the prosecution, defense or settlement of third party claims or lawsuits by or against the Joint Venture arising out of performance of the Contract, or changes to the Joint Venture Agreement, as well as the determination of all policies connected with the purposes thereof, including but not limited to those involving the scope and performance of the Contract, and of a contractual nature with the Owner, or with third parties (including subcontractors), shall be under the supervision of the Management Committee (the "Management Committee").

11.2 The Management Committee shall consist of two members; one member (and two alternates) duly authorized, selected and appointed by FHP and one member (and an alternate) duly authorized, selected and appointed by PEC. The representatives appointed by each party shall be officers or senior level employees of their respective companies. Except as may be provided to the contrary, the Joint Venture shall be authorized to execute and deliver all legal and financial documents necessary to fulfill the purposes of this Joint Venture.

11.3 Upon the execution of this Agreement, the Management Committee shall consist of the following persons:

FHP: James V. Blair - Committee Member  
Leo J. Wright – Alt. Committee Member  
James B. Habschmidt – Alt. Committee Member

MGE: Ronald Desideri - Committee Member  
N/A - Alt. Committee Member

11.4 Each Party shall have one (1) vote with respect to all matters which come before the Management Committee and a quorum shall be comprised of two members – one from each Party. The salaries of each member of the Management Committee shall be borne by the respective Party appointing such member. The FHP representative shall be the Chairman of the Management Committee. All decisions, determinations, approvals, consents or other actions shall be determined by vote of the Management Committee but, in the event of a disagreement, by the Party holding the majority interest in the Joint Venture unless otherwise expressly provided in this Agreement.

11.5 Either Party may at any time and from time to time, change its representative(s) by filing with the other a written notice of a duly executed appointment of a new representative but until the appointment and filing of the notice, the actions of the representative shall be conclusively binding on the respective Party.

11.6 The Management Committee shall meet from time to time as required or deemed appropriate by the Chairman of the Management Committee, to act on necessary matters pertaining to the Project. All meetings shall be held at the offices of the Joint Venture or at the Project jobsite except as otherwise provided herein.



11.7 A meeting may also be conducted by telephone without prior notice in an emergency and/or used when such procedure would be expedient for matters needing prompt attention as determined by a Management Committee member.

**12. Managing Party, Books and Records:**

12.1 The general supervision and management of the work called for by the Contract and any and all matters relating thereto shall be under the charge and control of the Managing Party, subject to the controlling authority of the Management Committee as provided therein.

12.2 The Managing Party of this Joint Venture is hereby designated to be F. H. Paschen, S. N. Nielsen & Associates LLC (FHP). FHP will charge the Joint Venture an administration fee of 1% of the value of each task order and shall be paid by the Joint Venture to FHP for the following: Home office accounting and administrative tasks, home office computer costs for payroll, job reports and the like (hereinafter referred to as the "Administration Fee") and/or as otherwise provided in Paragraph 12.4. This Administration Fee shall be paid on a monthly basis. However, the Administration Fee due hereunder shall be made contingent upon payments being received from the Owner.

12.3 The Managing Party shall have the power to: (a) do or provide for the doing of all those acts or things necessary, or by it deemed necessary or desirable, in and about the performance of the Contract, and in and about the proper conduct of the Joint Venture created hereby; (b) to request the Parties to advance working capital as provided herein; (c) to request any party hereunder to provide the Party's audited Balance Sheet and Income Statement at such intervals as may be necessary, however any such information provided by the Party shall be maintained in strict confidence by the managing Party and the Joint Venture and shall in no event be disclosed to any other third party; (d) to receive all funds accruing to the Joint Venture, to deposit Joint Venture funds into the bank account(s) and to cause the same to be withdrawn with such signatories as the Parties hereto may agree upon; (e) after consultation with and approval by the management Committee, to negotiate and bind the Parties to such supplemental agreements, stipulations or adjustments with the owner concerning the Joint Venture and the Contract; (f) after consultation with and approval by the Management Committee, to negotiate and bind the Joint Venture in relation to any lessening, enlargement, alteration or modification of the nature, scope and extent of the work to be performed under the Contract, and to make or approve such adjustment of the Contract as it may believe desirable; (g) after consultation with and approval by the management committee, to execute and deliver purchase orders, rental agreements, subcontracts, and other agreements; and (h) to execute all Project documents except as otherwise provided herein.

12.4 Separate books of account for the Joint Venture and the performance of the contract, and all matters pertaining thereto, shall be kept and maintained by the Managing Party, FHP, at the main office of the Joint Venture. FHP shall also provide all financial services prescribed by the Management committee along with information technology and human resources support. An additional fee may be charged for the use of these services as determined by the Management Committee. The books of account and the prescribed methods of accounting



for all matters relating to the affairs of the Joint Venture and the performance of the Contract shall be generally accepted accounting principles, and the percent complete method applicable under the circumstances and applied on a consistent basis. The Managing Party may at its discretion apply any risk reserves as a part of the contract's profit/loss projections. Each Party shall have the right at all reasonable times during usual business hours to inspect at the Joint Venture Office the books of account, contracts, vouchers and other data of the Joint Venture.

12.5 In addition, annual certified audits shall be prepared by a public accounting firm selected by the Managing Party, which may be the firm customarily used by FHP. The audits will be distributed to the Parties hereto within one hundred twenty (120) days after December 31. A final certified audit shall be prepared and distributed to both Parties at the completion of the contract. Such accounting firm shall also prepare the income tax returns for the Joint Venture. The Managing Party shall be designated the Tax Matters Partner "TMP" pursuant to IRS Code IRC 6221. Any and all audit related expenses will be allocated to the Joint Venture by the Managing Party.

12.6 The Managing Party shall maintain adequate and complete records and books of account maintained on a calendar-year basis. The Managing Party shall prepare and submit monthly statements, cost reports, summaries and other financial data, in forms and at times specified by the management Committee. Such shall include, but not be limited to, the preparation and submission of monthly consolidated cost reports which shall contain the total Project costs incurred to date, with an itemized breakdown of such costs in comparison with amounts budgeted for same and specifying the percentage-of-completion for same.

12.7 All financial, technical and other records of the Joint Venture shall be kept and preserved as required by law and the Contract with the Owner, and for such longer periods and at such place or places as the Management Committee may designate. To the extent that the records of the Joint Venture must be kept subsequent to the completion of the Contract pursuant to the provisions of the law or as required by the owner's Contract, they shall be kept at such place or places as the Management Committee may from time to time determine and the cost shall be borne equally by the Parties.

### **13. Project Manager and Key Project Personnel:**

13.1 Project Manager: Subject to Paragraphs 11 and 12, the general supervision and management for the work required by the Contract shall be under the general charge and control of the Project Manager. The Project Manager shall be appointed and may be removed by the Managing Party with the consent of the Management Committee and shall be given such powers, duties and responsibilities as may be required to enable him to properly perform the duties entrusted to him to the end that work may be performed properly and expeditiously. All determinations and actions by the Project Manager in any way connected with the prosecution and completion of the Contract shall be binding upon the Joint Venture and each Party thereto.

13.2 Key Project Personnel: Each Party shall make available to the Joint Venture key project personnel who shall not be withdrawn from the performance of the Contract without reasonable prior notice to the Project Manager and the Management Committee. Each Party will



use its best efforts to replace personnel so withdrawn with personnel having like or greater experience and qualifications as the personnel so withdrawn.

**14. Construction Costs; Subcontractors, Payments:**

14.1 Subject to the provisions of the Contract as fully executed by the Joint Venture with the Owner, the Parties anticipate that the costs and expenses of the Joint Venture, including the costs of construction, shall consist of the costs to the Joint Venture of all salaries, craft wages, fringe benefits, subcontracts, labor, material, plant and equipment purchased or rented, bonds, insurance, taxes on labor and material, imports, charges, legal fees, audit costs, liabilities not secured by insurance and all other expenses and obligations incurred or suffered in and about the performance of the Project of a nature which generally accepted accounting practices would be properly charged as a cost of the performance of the Contract.

14.2 Except as otherwise provided herein, including Paragraphs 12.2 and 12.4, costs and expenses of each Party chargeable to the Joint Venture shall be subject to prior determination, review and approval by the Management Committee.

14.3 Except as otherwise provided in this Agreement or as otherwise approved by the Parties, including without limitation paragraphs 12.2 and 12.4, such costs shall not include any charges against the Joint Venture for any overhead expenses or charges of the main or branch offices of the respective Parties or for the time which may be expended in connection with the work by any of the Parties or their officers or employees including charges for time travel or other expenses in connection with routine visits by any party's officers or home office or division-level executives.

14.4 The Management Committee may determine that the Joint Venture may be best served by the use of employees of a Party assigned to the Project on a temporary basis. These employees may, at the discretion of the Management Committee, remain employees of the Party, as the case may be, and the Joint Venture shall be charged at cost (or as otherwise determined to be reasonable by the Management Committee) for these employees' services, including workmen's compensation costs and/or, at the discretion of the Management Committee, the Joint Venture may employ Project labor personnel on the Joint Venture's payroll. Both Parties shall maintain separate books of account for all such employees which show actual expenses of the employees while performing services for the Joint Venture, the cost rate used to compensate the Party for the services provided by such employees and any other expenses or costs relating to the use of these employees or resources of the parties necessary to the employee's services. Such books and records shall be available for audit at any reasonable time and shall be retained for a period consistent with Paragraph 12.7 contained herein.

14.5 In addition to the foregoing, FHP may, at its sole discretion, and not as mandated herein, provide assistance to (M.G. Electric Service Co.) to fulfill its Joint Venture and Project goals, including but not limited to management and technical assistance, project accounting and project and field management assistance.



14.6 It is further agreed between the Parties hereto that certain items of the Contract work or materials may be subcontracted in compliance with the rules and regulations of the owner and the terms of this Agreement. Any request to subcontract such work shall be submitted in the name of the Joint Venture for approval of the Owner, if necessary.

14.7 Nothing herein shall be construed as prohibiting any of the Parties hereto from acting as subcontractors to the Joint Venture under a subcontract agreement or otherwise.

14.8 Payments received by the Joint Venture for work performed pursuant to the Contract shall be utilized as determined by the Management committee and as provided herein.

14.9 Payment to any subcontractor, including any of the Parties hereto, shall be made only for work actually completed at the job site and/or for materials received and accepted at the job site and upon receipt of the funds payable by the owner. In no event shall any subcontract be made, or any payment be made to a Party hereto, which permits or involves payment in excess of monies actually received from the owner for the work so performed, or materials so supplied, unless payment is required by law or unless the Parties agree otherwise in writing.

14.10 The compensation of any Party hereto shall be as outlined in this Section 14 plus pursuant to their respective shares of Joint Venture assets and profits as determined by the result of reducing total compensation received from the Owner under the Contract by total Joint Venture expenses. Such profits shall be distributed in accordance with Paragraph 15 contained herein (Division and Distribution of Profits or Losses).

14.11 Equipment rented from either of the parties shall be listed and charged as a construction cost at the rates contained in the attached Schedule C and/or at market rates as determined by the Management Committee.

**15. Division and Distribution of Profits and Losses:**

15.1 Upon completion of the Project, or earlier at the Management committee's discretion, Joint Venture equipment and other property shall be disposed of and the values obtained shall be included in the funds to be used to pay obligations and distributed in accordance with provisions of this Paragraph 15.3.

15.2 If both Parties hereto determine at any time that funds on hand are more than reasonably required for the needs of the Joint Venture, distributions of such sums as are mutually agreeable may be made.

15.3 As soon as reasonably practical after the completion of the Contract, the capital contributions of each of the Parties and the assets and profits of the Joint Venture, which have theretofore been retained and not distributed by the Joint Venture, shall be used to pay all outstanding obligations and other indebtedness of the Joint Venture. Sufficient reserves, as determined by the management committee, shall be established for known or reasonably anticipated contingencies not theretofore discharged. Thereafter, any funds remaining in the bank account or accounts of the Joint Venture, or which shall be received by or for the account



of the Joint Venture or which shall become available in any manner for distribution, shall be distributed to each of the Parties hereto in proportion to their respective share in the Joint Venture as determined in accordance with Paragraphs 4, 10.3, 14, and this Section 15 of this Agreement. When funds set aside as reserves are no longer required for such purposes such funds shall be similarly distributed. If necessary, the Management Committee may establish a fund to be used for Project punch list and/or warranties, either regular or extended. Any funds not used at the end of said warranty period shall be distributed to the Parties hereto in the amount of the prorated share.

15.4. In the event that at the conclusion of the Joint Venture and/or the Contract there is only a loss to be shared, the loss shall be shared by the Parties in the same proportion as provided in Paragraphs 4.1 and 15.5 subject, however, to the provisions of Paragraph 16 (Limitation of Liability) and Paragraph 18 (Insolvency).

15.5 If one party has made greater contributions of capital which are to be treated as advances under Paragraph 9 and/or Paragraph 10, then after each party's share of the assets and profits or losses has been determined, such distributions shall be adjusted by:

- a) Decreasing the Defaulting Party's share and increasing the Non-Defaulting Party's share of the Joint Venture's assets and profits by the amount of such contribution plus interest prior to such distribution of assets and profits; or
- b) Increasing the Defaulting Party's share and decreasing the Non-Defaulting party's share of the Joint Venture's losses by the amount of such contributions plus interest prior to final distribution of such losses.

Should the adjustments occasioned by 15.5(a) or 15.5(b) exceed the share of the Defaulting Party, then the Defaulting Party shall, on written demand of the other Party, pay such insufficient amount to the Non-Defaulting Party.

15.6 In the event that, after completion of the Project and distribution of assets and profits or losses as provided in this Section 15, any claim shall be asserted or legal action commenced by the owner or any third party against the Joint Venture or one or more of the Parties hereto in connection with any matter arising under the Contract or associated with the Project, including but not limited to latent defects or personal injury claims, the provisions of this Agreement, including but not limited to Subsection 15.3 and 15.4, shall continue to apply with respect to such claim or action. The foregoing provisions of this Subsection 15.6 shall survive expiration and termination of this Agreement. Each party shall contribute, on call of the Managing Party, their proportionate share of ongoing expenses occurring after distribution. Default shall be treated as under the provisions contained herein relating to a defaulting Party.

15.7 Upon receipt of any Incentive Payment for Interim Completion resulting from the performance of the contract shall be distributed and divided between the Parties in accordance with its proportionate interest in the Joint Venture as provided in Paragraph 4.1.

15.8 Any Liquidated Damages charged for delay or otherwise resulting from the performance of the Contract, will be borne solely by the Party responsible for the liability



assessed. In the event of mutual responsibility, the Liquidated Damages will be the responsibility of each Joint Venture Party in their prorated share as contained in Paragraph 4.1.

15.9 Any other Contract specific payment or penalty shall be distributed and divided between the Parties hereto as established in Paragraph 4.1.

**16. Limitation of Liability:**

16.1 In connection with any matter arising under the Contract, in no event shall any party be liable to the other Party or the Joint Venture for the acts or omissions of any of its officers, employees or agents, nor shall any duly authorized representative or alternate on the Management Committee or the Project Manager be liable to any Party or the Joint Venture, except for direct (but not consequential) damages resulting from actual fraudulent, illegal or dishonest conduct and gross negligence.

16.2 In no event shall any party be liable to the other Party of the Joint Venture, in contract, tort or otherwise (including negligence, warranty and strict liability) for any special, indirect or consequential damages including, without limitation, loss of revenues or profits, cost of capital, loss of goodwill or similar damages, except as expressly provided herein.

16.3 If the Owner or any third party shall assert any claim or commence any legal action against one or more of the Parties or against the Joint Venture in connection with any matter arising under the Contract or associated with the Project, then each Party shall share all costs thereof (not covered by insurance purchased by the Joint Venture, any party hereto or the Owner) including but not limited to all damages, judgments, fees and expenses in proportion to its respective interest and share in the joint Venture as set forth in Paragraph 4.1, as adjusted by Paragraphs 10 and 15.

16.4 To the extent not covered by insurance for the Project obtained by the Joint Venture, its subcontractors or the Owner, each Party hereby agrees to hold harmless, indemnify, protect and defend the other Party against any and all liability and expenses, including reasonable attorneys' fees, in excess of each party's share of such liability and expense as provided in paragraph 4.1 as adjusted by Paragraphs 10 and 15 hereof and including all claims, suits, actions, damages, judgments or decrees by reason of any acts or forbearance to act on the part of the Project Manager or any employee of either Party or of reason or any person or persons or property being damaged or injured by the Joint Venture or any of its employees, agents, representatives, subcontractors or vendors, whether said liability or expense derives from negligence, gross negligence, contract or otherwise, so that such liability or expense is allocated between the Parties in the proportion provided in Paragraph 4.1 as adjusted by paragraphs 10 and 15.

16.5 If possible, any agreements to indemnify a surety company or surety companies shall be limited to and allocated in accordance with the percentage of total liability assumed by the Parties hereto.



**17. Subcontracting and Assignment:**

17.1 The Parties hereto contemplate that, unless otherwise determined by the Management Committee, all subcontracts and other agreements with respect to the services to be performed under the Contract shall be executed in the name of the Joint Venture.

17.2 Neither this Agreement nor any interest nor obligation of any Party, including any interest in funds belonging to or which may accrue to the Joint Venture, or any interest in any bank account of the Joint Venture, or in any property of any kind employed or used in connection with the Contract, may be assigned, pledged, transferred, borrowed, subcontracted or hypothecated by any Party without the prior written consent of the other Party.

17.3 Each party has entered into this Agreement in reliance upon the unique knowledge, experience and expertise of the other Party in the planning and implementation of construction of the Project, and each party hereby acknowledges that this Agreement creates a fiduciary relationship between the Parties hereto. Accordingly, neither of the Parties shall transfer, assign or otherwise convey its interest in the Joint Venture without the written consent of the other Party and the Parties agree that neither of them shall be required to accept performance under this Agreement from any person other than the other Party, including without limitation, any trustee of any Party appointed under the Bankruptcy Code, 11 U.S.C.S. 101 *et seq.*, any Party as debtor-in-possession under the Bankruptcy Code, and any assignee of any such trustee or debtor-in-possession.

17.4 Each Party hereby grants to the other Party a lien upon its Interest in the Joint Venture as security for the performance of the obligations imposed by this Agreement and all costs, together with interest, chargeable to it. Each party shall have the right to bring any action or proceeding to enforce the performance of such obligations and the collection of such indebtedness on behalf of the Joint Venture with or without foreclosure of such liens.

**18. Insolvency:**

18.1 The inability of a party to meet its obligations under the Contract or this Agreement, the filing of a voluntary petition of bankruptcy, adjudication as bankrupt or insolvent, appointing of a receiver for all or substantially all of the assets, assignments for benefit of creditors, or any other proceeding for relief under the bankruptcy laws of the United States shall be deemed a default by the Party committing such act.

18.2 If the default is not cured or other arrangements made satisfactory to the Non-Defaulting Party within ten (10) days of written notice of default given to the Defaulting Party by the Non-Defaulting Party, the interest of the Defaulting Party (the "Defaulting Party") in this Joint Venture shall terminate and be limited to the rights in and under this Joint Venture specifically set forth in this Agreement which accrued up to such termination. However, the business of this Joint Venture may continue to be conducted under the same name by the Non-Defaulting Party who shall carry on and perform the remainder of the work to be completed under the Contract (with a new Joint Venture Party if the Non-Defaulting Party so chooses). The Defaulting party shall have no interest in any profits resulting from the performance of the work



under the Contract after the date of default. The Joint Venture and the Non-Defaulting Party shall have title to and the right to possession of all the remaining assets of the Joint Venture and shall also have the right to maintain possession of any equipment or property of the Defaulting Party until completion. To secure this right each Party hereby grants to the Joint Venture a security interest in all property of such party used in the performance of the work contemplated by the Contract and this Agreement.

18.3 The Defaulting Party shall remain liable for its share of any losses sustained by the Joint Venture with respect to the performance of the Contract or the Joint Venture as a whole, as determined pursuant to the terms and conditions of this Agreement. However the Defaulting Party shall be entitled to receive that proportion of any profits of the Joint Venture, to which it would otherwise be entitled as the actual monetary value of the work completed at the time of default bears to the total actual monetary value of all work as determined at completion of the Contract; 50% shall then be deducted from the said amount payable to the Defaulting Party, such 50% to be withheld as management fee for the Non-Defaulting Party. The Defaulting party shall not in any event be entitled to payment of any profits or to withdraw any capital contributions until the work under the Contract is completed and finally accepted by the owner, and any such payments or withdrawals shall be subject to the reserve requirements referred to herein and in Paragraph 15.

18.4 If such default or insolvency, bankruptcy or other similar proceedings should cause damage or additional costs to the Non-Defaulting party, then such damages or additional costs shall be charged against the interest of the Defaulting Party and against any amounts to which the Defaulting Party would otherwise be entitled pursuant to the provisions of this Agreement.

**19. Limits of Joint Venture; Credit of Other Party:**

19.1 The relationship between the parties shall be limited to the performance of the Contract in accordance with the terms of this Agreement. This Agreement shall be construed and deemed to be a Joint Venture for the sole purposes of carrying out the contract. Nothing herein shall be construed to permit either Party to bid for or to undertake any other contracts for the other Party, or in any manner to limit either of the Parties in the conduct of their respective businesses or activities in the making of other contracts or the performance of other work, or impose any liability except that of performance of the terms, provisions and conditions of this Agreement.

19.2 Without the prior written consent of the other Party hereto, neither Party may unilaterally:

- a) Borrow money in the name of the Joint Venture;
- b) Except as expressly provided herein, compromise or release any claim belonging to or debt due the Joint Venture (except upon full payment), or litigate or mediate, or consent to the mediation of any claim, dispute or controversy against or involving the Joint Venture or the Contract or the Project;
- c) Except as expressly provided herein, execute or deliver on behalf of the Joint Venture any indemnity or surety bond or guarantee, or in any manner cause the Joint Venture to become a surety, guarantor or accommodation party on any obligation whatsoever;



- d) Except as expressly provided herein, agree to any substantial modification of the Contract the Contract Work;
- e) Admit any additional person, firm or corporation to the Joint Venture;
- f) Except as expressly provided herein, commit the other Party or the Joint Venture to any liability; and
- g) None of the terms, covenants, obligations or rights contained in this Agreement is or shall be deemed to be for the benefit of any person or entity other than the named parties hereto and the Joint Venture, and no such third person shall under any circumstances have any right to compel any actions by the Joint Venture, its Managing Party, its Management Committee or its Parties.

**20. Claims Against a Party:**

20.1 The Parties agree to meet and negotiate in good faith toward the voluntary resolution of any disputes between them arising during construction and toward the adjustment and settlement of all accounts and incurred obligations to their mutual satisfaction upon completion of performance of the contract.

20.2 The Parties also agree that if the Contract contains a liquidated damages provision and that provision is invoked due to a delay or other problem caused by one Party hereto, to the extent the Party caused such delay or problem, such Party shall be responsible for any liquidated damages so assessed as contained in Paragraph 15.7.

**21. Dispute Resolution:**

21.1 Other than as otherwise provided herein, the following dispute resolution process shall be the sole, exclusive process for the resolution of disputes between the Parties hereto with respect to this Joint Venture, the interpretation of this Joint Venture Agreement, the Contract or the Project.

21.2 If any dispute or disagreement shall arise among the Parties relating to this Agreement, or the breach thereof, or the Work to be performed, which cannot be resolved by the Management Committee, the issues shall then be presented for resolution by any party to the current President or Chief Executive Officer of each Party. In the event these Party officers are unable to resolve such disagreement or dispute after meeting on at least two separate occasions within sixty (60) days following its presentation to them, or specifically agree in writing to a longer period of time for their deliberation, any Party may then request the management Committee to send the dispute or disagreement to mediation.

21.3 If the Management Committee has not referred the dispute or disagreement to mediation within ninety (90) days after such request for same has been made, and the matter is otherwise not resolved, then and only then may any Party initiate legal action. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.



21.4 No mediation arising out of or relating to the Agreement shall include, by consolidation, joined or in any other manner a person not a party to this Agreement without the written consent of the Parties and any other person sought to be joined. Any consent to mediation involving an additional person or persons shall not constitute consent to mediation of any dispute not described therein.

21.5 The award rendered by the Mediator is not binding; however, the attorneys fees and costs of the mediation shall be borne in full for both Parties by the non-prevailing party as determined by the decision of the Mediator.

**22. Events of Default; Remedies; Continuing Obligations:**

21.1 In addition to other terms contained herein, each of the following shall be deemed to be an event of default, "Event of Default" or "Event", under the terms of this Agreement:

- a) The failure to provide any loan advance or working capital required by the Joint Venture pursuant to and as determined in accordance with this Agreement;
- b) The failure or inability to provide any bond, letter of credit, certificate or other document as required by Owner and agreed upon by the Parties (including the failure to continue, renew, extend or replace any such item) in effect throughout the duration of the contract, or until otherwise excused, released or extinguished by Owner, and as applicable, the Non-Defaulting party;
- c) The failure to comply with work schedules/progress schedules as established by Owner or, as applicable, by the Joint Venture;
- d) The failure to commence or diligently prosecute work, to provide adequate personnel (including supervision), equipment, materials and supplies as required by the Joint Venture, the Contract or in compliance with same;
- e) The failure to attend Project conferences or meeting with the Owner (as required by it) and/or the management committee or Party, their respective subcontractors, suppliers, consultants, advisors or other associates as the case may be;
- f) The receipt by the Joint Venture of any notice or demand from Owner wherein Owner advises that work items of the Defaulting Party (or the Party who is identified as having the responsibility for such work items) are incomplete, deficient, unacceptable, rejected, damaged or unapproved and have not been repaired, cured, replaced or otherwise remedied to an acceptable level within any applicable cure period required by owner, or as applicable, a commercially reasonable period of time determined in accordance with the custom and practice of the construction industry;
- g) The Defaulting party's failure to comply with written or oral directives of Owner resident engineers, field supervisors or other personnel having supervisory authority over such activities with respect to the Project.
- h) The Defaulting Party's failure to pay any of its subcontractors, suppliers, material men, or other providers in accordance with the terms and provisions of any subcontract entered into between the Defaulting party (whether alone, under its "prime subcontract", or on behalf of the Joint Venture) within the terms and provisions of such subcontract, or other agreement applicable to the provision of such labor, material or other work;



- i) The filing of a claim for lien or bond claim (or the commencement of a judicial or other proceeding to enforce such claim) by any subcontractor, supplier, material men of the Defaulting Party identified herein, including without limitation any claim made pursuant to the Illinois Mechanic's Lien Act, and/or any claim or demand against any bond furnished by the Joint Venture or Party in connection with the Project;
- j) The admission by such Defaulting party that it is insolvent, unable to pay its obligations as they mature, unable to perform the work required of it in connection with the Project or otherwise admits and acknowledges that it is unable to cure any Event of Default previously identified herein within a time deemed to be commercially reasonable in the construction industry and, in particular, as applied to the performance required under the Contract for the Project;
- k) The commencement of a proceeding in the nature of bankruptcy or reorganization (or the assignment for the benefit of creditors), whether voluntary or involuntary, which is not discharged within ten (10) days after the commencement of such proceeding; or
- l) The breach of a material provision of this Agreement or of the Contract with the Owner.

22.2 Upon the occurrence of any of the preceding Events of Default and which Event or Events as applicable, are not cured within any period of time stated herein or with ten (10) days after notice and demand for performance by Owner or any Non-Defaulting Party, then the remaining Party shall have the following rights and powers which may be exercised immediately by them to the exclusion of the Defaulting Party, subject only to written notice of such exercise being served upon the Defaulting Party:

- a) The rights to perform such acts, grant consents, make and implement decisions of every kind and nature with respect to the Project, the contract, all subcontracts of the Joint Venture;
- b) The right to control the receipt, and the disbursement of all funds due or received in connection with or relating to the Project, including funds that may be due to subcontractors, material men, suppliers or other providers of goods and services to the Defaulting Party in connection with the Project;
- c) To prosecute, defend, make, compromise, arbitrate, settle, adjust and otherwise resolve any claims, demands, suits, proceedings or other matters arising out of, or as a result of such Event by the Defaulting party, even though the Joint Venture interest of such Defaulting party may be charged with the financial or other consequence thereof; or
- d) To retain all funds due or which may become due to the Defaulting Party until the final accounting, winding up and distribution of any known funds of the Joint Venture in accordance with the terms of this Agreement, applicable statutory and decision and the law, notwithstanding that the Defaulting Party (or any person succeeding to its rights) might otherwise, but for such Event or Events, be able to request or require any payment due hereunder.

22.3 In addition to any other term contained herein, any Defaulting party hereunder shall indemnify and hold harmless the Non-Defaulting Party and/or the Joint Venture for any loss, claims or liabilities which the Non-Defaulting Party and or the Joint Venture may incur arising out of any breach of this Joint Venture Agreement or the Contract by the Defaulting Party. The



Defaulting Party further agrees to pay all legal expenses and costs required of or by the Non-Defaulting Party and/or the Joint Venture to protect their interests or defend any action arising out of the Defaulting Party's breach including court costs and disbursements.

22.4 Notwithstanding the foregoing, the Defaulting party shall remain liable for its entire share of any losses, but shall be entitled to receive only the proportion of the profits, if any, to which it would otherwise be entitled as the dollar value of the work completed at the time of the happening of any of the above described Events bears to the dollar value of the complete Contract, such profits to be paid at the time and in the manner provided in this Agreement, if any. If such Event, bankruptcy, or other proceeding of default of the type above described herein cause damage or cost to the other Party, such damage or cost shall be charged against the interest of the Defaulting Party. Further, any notice of default which is contested in good faith by the Party receiving such notice shall not result in such receiving Party being deemed to be in default until such dispute is resolved as otherwise provided herein.

22.5 The remedies provided herein shall be in addition to and shall not limit any remedies the Non-Defaulting Party may have pursuant to terms of this Agreement, or at law or in equity or otherwise.

### **23. Termination of Agreement:**

23.1 If the Parties hereto do not submit the Proposal or the Bid, or if a Contract is not awarded to the Joint Venture, or if the Contract undertaken, completed and accepted with all obligations there under satisfied and all assets having been liquidated and/or distributed as provided in this Agreement, or at the option of all the Parties, this Joint Venture Agreement shall terminate.

23.2 The Agreement, and the Joint Venture hereby created, shall remain in effect only for such period of time as necessary to carry out the Joint Venture's work to be performed for the Project, to receive full and final payment of all amounts owed to the Joint Venture, to make appropriate provision for and to meet all actual and contingent liabilities of the Joint Venture and otherwise to carry out the terms and provision of this Agreement; provided, however, that if the Owner should (a) in the judgment of the Management committee, unduly delay the Contract award, or (b) terminate the Contract, or (c) award the Contract to another bidder; or (d) if any Party cannot obtain its share of the performance bond or other financial obligation required by the Owner, then in any of such events, this Agreement and the Joint Venture hereby created shall continue in effect only for such period of time as may be necessary for the Joint Venture to receive full and final payment of all amounts owed to the Joint Venture, to make appropriate provision for and to meet all actual and contingent liabilities of the Joint Venture and otherwise carry out terms and provisions of this Agreement. In the event that subsection (d) applies, the remaining party may proceed to such award of the Contract to itself without further obligation to the other Party and as provided herein.



**24. Entire Agreement/Amendment:**

This Agreement contains and constitutes the entire agreement between the Parties hereto and cancels and supersedes any and all previous understandings or agreements related to or referring to the Joint Venture, the Contract and/or the Project, whether written or oral. Any and all changes, amendments or modifications to this Agreement must be unanimously agreed to in writing by all the Parties hereto, FHP and MGE, by each Party's respective duly authorized officer.

**25. Publicity:**

No Party of the Joint Venture will release any public information or publicity related to the Project or the Joint Venture's services without the express consent and prior review of the Management Committee, and each Party shall exercise its best efforts to communicate and enforce such restriction with respect to any subcontractor or special consultant retained for any purpose hereunder. All public information or publicity relating to the Project during the life of the Project shall reflect the name of the Joint Venture.

**26. Notices:**

Any notice, demand or other communication required in connection with the business of the Joint Venture shall be in writing and shall be deemed to have been given if delivered personally or upon deposit in the United States mail, postage prepaid addressed to the person to receive such notice at the following address:

If to FHP:                    F. H. Paschen, S. N. Nielsen & Associates LLC  
                                     5515 N. East River Road  
                                     Chicago, IL 60656  
                                     Attn: James V. Blair & Leo J. Wright

If to MGE:                    M.G. Electric Service Co.  
                                     1450 E. Algonquin Road  
                                     Arlington Heights, IL 60005  
                                     Attn: Ronald Desideri

**27. Non-Assignment:**

Except as expressly permitted herein, no party shall sell, assign, transfer, mortgage or otherwise encumber any part or all of its Joint Venture interest or this Agreement without the written consent of the other Party, or suffer any third Party to sell, assign transfer, mortgage, charge or otherwise encumber, or contract to or permit any of the foregoing whether voluntarily or by operation of law (collectively referred to herein from time to time as a "transfer"), and any attempt to do shall be void. The giving of such consent in any one or more instances shall not



limit or waive the need for such consent in any other or subsequent instances, nor shall it relieve any Party of its obligations hereunder.

**28. Successors/Governing Law/Venue Selection:**

This Agreement shall inure to the benefit of and be binding upon the legal representatives, successors, and permitted assigns of the Parties and shall be governed and interpreted according to the laws of the State of Illinois. The parties hereby further agree that any action commenced to resolve any dispute hereunder shall be brought in Cook County, Illinois; either in the Circuit Court of Cook County, Illinois or in the United States District Court for the Northern District of Illinois.

**29. Tax Status, Allocation and Reports:**

Notwithstanding any provisions hereof to the contrary, solely for United States Federal Income Tax purposes, each of the parties hereby recognizes that the Joint Venture will be organized and taxed as a partnership for state and federal income tax purposes, which status shall not expand the obligations or liabilities of the Parties. The Management Committee shall cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Joint Venture with any taxing authority, and shall submit such returns and statements to each of the Parties in accordance with Internal Revenue Service and or State Departments of Revenue requirements for their approval prior to filing, and upon approval thereof by all of the Parties, make timely filings thereof all as expressly provided herein.

**30. Ownership and Use of Documents:**

All documents produced for or by the Joint Venture shall be owned by the Joint Venture. No Party shall use these documents for other Projects without the prior written consent of the other Party.

**31. Execution of Additional Documents:**

The Parties hereto agree to execute and deliver any and all additional documents and instruments and do all acts which may be reasonably necessary to carry out and effectuate the purposes of this Agreement.

**32. Unenforceability:**

The determination that any term or provision contained in this Agreement is void or unenforceable shall affect that term or provision only and the remainder of this Agreement shall remain in full force and effect.



**33. Limitation of Rights of Others:**

Nothing contained in this Agreement, whether express or implied, shall be construed to give the owner or any other entity or person other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect to this Agreement.

**34. Confidentiality:**

Each party hereto shall consider all Joint Venture information, or information provided by the other Party as confidential, unless such information is already in existence as common or public knowledge, and in no event disclose such non-public information to any third party.

**35. Waiver:**

Neither the failure of any Party to exercise any power given to such party under this Agreement or to insist upon strict compliance by the other Party with such other Party's obligations under this Agreement, nor any custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of any Party's right to demand exact, full and complete compliance by the other Party with the terms and provisions of this Agreement.

**36. Captions:**

The captions and headings used herein are for convenience and reference only and shall not limit or expand or be used to interpret the provisions thereof. In addition, whenever the singular, plural, masculine, feminine or neuter is used in this Agreement it shall not be used to limit reference to the opposite.

**37. Counterparts:**

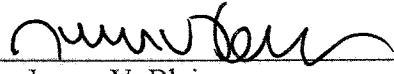
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute but a single instrument.

[Signature Page Follows]



IN WITNESS THEREOF, the parties to this Agreement do hereby execute this Agreement as of the day and year specified above.

**F. H. PASCHEN, S. N. NIELSEN & ASSOCIATES LLC**

By:   
James V. Blair

Its: Authorized Agent & President

Attest 

**M.G. Electric Service Co.**

By:   
Ronald Desideri

Its: President

Attest 

Its: Vice President



## **SCHEDULE A**

### **INSURANCE REQUIREMENTS**

**F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC ("FHP")**

**AND**

**M.G. Electric Service Co. ("MGE")**

#### **1. Provisions Applicable to All Insurance.**

- a. The Parties must ensure that all insurance required by this Agreement and/or the Contract is in full force and effect prior to commencement of any work under the Contract;
- b. The Parties must ensure that any and all of their subcontractors or material suppliers, if any, meet the insurance requirements found under Schedule D.
- c. All Workers' Compensation policies must also include a Waiver of Kotecki endorsement specifically insuring the Party's obligations pursuant to a waiver of its Kotecki rights.

#### **2. Insurance Requirements for FHP and MGE:**

##### **A) Workers' Compensation and Employer's Liability Insurance**

- The Joint venture will be added as a named insured to FHP's Workers Compensation policy.
- FHP payroll will be insured under FHP's Workers Compensation policy  
MGE payroll will be insured under MGE's Workers Compensation policy
- FHP and MGE will procure Workers' Compensation Insurance affording benefits for all employees as required by law and the contract requirements of Cook County as set forth in the RFP and Employers' Liability Insurance covering all employees who work on a Project, with limits of not less than \$1,000,000.00. The insurance carrier shall provide a waiver of subrogation for FHP, PEC, the Joint Venture and Cook County, and others as required in the contract documents of Cook County

##### **B) Commercial General Liability Insurance**

- The Joint venture will be added as a named insured to FHP's General Liability policy for 10 years after the final completion of the project.
- Coverage will be provided under FHP's and/or MGE's general liability policies for their designated work on the project.
- FHP and MGE will procure Commercial General Liability Insurance with a combined single limit of liability of not less than \$5,000,000.00 per occurrence and \$10,000,000.00 in the aggregate. Such insurance shall include a designated construction project general aggregate limit endorsement. Such insurance shall



provide coverage for bodily injury, personal injury, property damage, premises and operations, explosion, collapse and underground hazards, products and completed operations, contractual liability, independent contractors, broad form property damage (including products and completed operations ), for a minimum of two (2) years following project completion, separation of insureds, defense, and contractual liability (with NO limitation endorsement) Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

C) **Automobile Liability Insurance**

- The Joint venture will be added as a named insured to FHP's Automobile Liability policy.
- FHP will provide coverage for FHP vehicles under their automobile policy
- MGE will provide coverage for MGE vehicles under their automobile policy
- When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, FHP and MGE shall provide automobile liability insurance with limits of not less \$2,000,000.00 per occurrence, for bodily injury, and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

D) **Contractors Pollution Liability Insurance**

- The Joint venture will be added as a named insured to FHP's Pollution Liability policy.
- MGE will provide coverage for its operations.
- FHP will provide coverage for its operations.
- When any work is performed which may cause a pollution exposure, Contractors Pollution Liability Insurance shall be provided in an amount not less than \$5,000,000.00 "Combined Single Limit per occurrence/aggregate for bodily injury, property damage and remediation. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede,, start of work on the Contract. A claims -made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Cook County is to be named as an additional insured.

E) **All Risk Property Risk Insurance**

- FHP shall provide All Risk Property Insurance for this project. The insurance shall provide for a deductible on a per loss basis. It shall be the responsibility of the covered party to bear the expense of this deductible as it relates to its work. If loss involves more than one insured, then the deductible shall be pro-rated among the claimants based upon the percentage their loss bears to the entire loss. All payments for Builders Risk loss shall be subject to the terms and conditions of



the policy. The All Risk Property Insurance shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and any other similar items commonly referred to as construction equipment, which may be on the Project site and the capital value of which is not included in the Work.

**F) Umbrella Liability Insurance**

- Coverage will be provided under FHP's and/or MGE's umbrella and excess liability policies for their designated work on the project.
- FHP and MGE will procure insurance to meet the following requirements: This coverage is to follow the form of all primary coverage requirements as outlined above, and shall be provided in an amount not less than \$25,000,000, each occurrence and annual aggregate on a per project basis excess of the underlying policy limits. The Umbrella/Excess insurance shall be endorsed to include as additional insured **F.H. Paschen, S.N. Nielsen & Associates LLC and its related entities, M.G. Electric Service Co., and Cook County.**

**G) Railroad Protective Liability**

When any work is to be done adjacent to or on railroad transit property, FHP and MGE shall procure Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000.00 of per occurrence and \$6,000,000.00 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

**H) Professional Liability**

When any architects, engineers or consulting firms perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions shall be procured by FHP and MGE with limits of not less than \$5,000,000.00. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

**I) Builders Risk / Installation**

When construction work includes improvements, betterments, and/or repairs, FHP and MGE will provide "All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages to include but not limited to the following: right to partial occupancy, materials stored off-site and in-transit, water including leakage, overflow, sewer backup and seepage, collapse, debris removal, damage to adjoining and existing property and faulty workmanship or materials. Cook County to be named as an additional insured and loss payee.



J) **Valuable Papers**

Valuable Papers Insurance shall be procured by FHP and MGE in amount to insure against any loss whatsoever of plans, designs, drawings, specifications and documents produced or used under the Contract. The limits of insurance must be sufficient to pay for the recreation and reconstruction of all such records.

K) **Marine Protective & Indemnity**

When the work involves any marine operation in connection with the Contract FHP and MGE shall provide Marine Protection & Indemnity coverage with limits of not less than \$2,000,000.00. Coverage to include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures and collision. Cook County to be named as an additional insured

L) **Asbestos Abatement Liability**

Asbestos Abatement Liability Insurance with limits not less than \$2,000,000.00 per occurrence insuring bodily injury, property damage and environmental cleanup shall be procured by FHP and MGE as necessary.



## **SCHEDULE B**

### **SCOPE OF WORK FOR JOINT VENTURE AND EACH JOINT VENTURE PARTNER**

- **FHP will provide the project management who will**
  - Develop the scope of work
  - Solicit subcontractors
  - Prepare progen proposals
  - Develop task order schedules
  - Prepare subcontracts and project budgets
  - Maintain project controls
  - Process owner billings and subcontractor invoices
  - Supervise construction
  - Project close out and final acceptance
- **MGE will assist in the management of the project and provide Electrical Contracting Services**
  - Assist with the development and preparation of proposals
  - Develop scope of work for Electrical work
  - Prepare detailed breakdown for Electrical work to be incorporated into the progen proposal
  - Provide management and supervision for Electric work performed by MGE and its subcontractors
- **Project General Conditions and Overhead**
  - FHP will charge the Joint Venture 12% of the value of each task order for the management and supervision of the project.



## **SCHEDULE C**

### **LIST OF EQUIPMENT**

**Equipment will be provided on a task order basis. FHP and MGE will be responsible to obtain all necessary equipment for the completion of the work assigned.**





## Paschen M.G. Joint Venture

### MBE/WBE/DBE/SBE PARTICIPATION PLAN

#### 1. The type of work the Bidder self performs

Joint Venture Partner M.G. Electric Service Company will self-perform the majority of the Electrical work. Paschen has the capability to self-perform major portions of the work—mainly concrete and carpentry, but also earthwork, selective demolition, temporary enclosures/protection, traffic control, concrete paving, drywall, doors and hardware, and specialties.

The option to self-perform offers significant advantages to our clients, particularly the ability to control the project's schedule, maintain the budget, and meet the quality standards specified while setting the pace of progress for the other trades to follow. Competitive pricing gives us confidence to bid against others for this work. Our better understanding of the job and our lower markup result in the lowest price and the best value.

#### 2. The type of work the Bidder intends to self perform

We intend to self-perform the services described above when it is advantageous to the project. This is the process by which we determine which work will be self-performed or subcontracted:

- We identify the scope of work and the availability of the subcontractors
- If we can create a competitive advantage by assigning this work to our own forces, we will choose to self-perform the work
- We will make assignments for self-performance based on availability of our workforces, resources required, and complexity of the work required

Using this process, we can determine the points at which there will be sufficient volumes of work for our crews, making specific references to not only the trades but the specific scopes of work. Our in-house workforce will perform work that has been clearly defined by the Project Manager and will not overlap with work subcontracted to other trades. The Project Manager will determine what work will be assigned to subcontractors and what work will be self-performed by our skilled and highly trained in-house personnel.

#### 3. Whether or not the Bidder intends to subcontract Work the Bidder could self perform for the purpose of meeting or exceeding the MBE/WBE/DBE/SBE goals set forth in this Solicitation.

We will subcontract work that we could otherwise self-perform in order to meet or exceed the MBE/WBE/DBE/SBE goals set forth in this Solicitation.

#### 4. A list of MBE, WBE, AND DBE subcontractors the Bidder may utilize to achieve the MBE/WBE/DBE/SBE goals

Please refer to attached list.

#### 5. Whether or not the Bidder feels the MBE/WBE/DBE/SBE goals set forth in this solicitation are achievable.

The goals set forth in this solicitation are achievable.





## Paschen M.G. Joint Venture

### MBE/WBE/DBE/SBE PARTICIPATION PLAN

#### B.4 A list of MBE, WBE, AND DBE subcontractors the Bidder may utilize to achieve the MBE/WBE/DBE/SBE goals:

A&H Plumbing and Heating	MBE	
American Surveying and Engineering	MBE	
Anderson & Shah Roofing	MBE	
Ashlaur Construction, Inc	MBE	
Autumn Construction Services		WBE
Axis Response Group	MBE	
Christy Webber Landscapes		WBE
City Lights, LTD	MBE	WBE
CPMH Construction	MBE	
CSI 3000	MBE	
DENCO Interiors LLC	MBE	
DTI of Illinois	MBE	
Durango Painting	MBE	
Fence Connection	MBE	
Galaxy Environmental	MBE	
Horizon Contractors	MBE	WBE
Industrial Fence	MBE	
KALGEN Consultants, Inc	MBE	
Katco Development		WBE
Market Contracting Services	MBE	
Marking Specialists	MBE	
M. Cannon Roofing	MBE	
MZI Building Services	MBE	
National Painting		WBE
NuToys Leisure		WBE
Pagoda Electric	MBE	
Paul Herrera Construction	MBE	
Phoenix Business Solutions		WBE
Pinto Construction	MBE	
Profasts	MBE	
Romero Steel	MBE	
Sanchez & Associates	MBE	
Sanchez Construction Services	MBE	
Tandem Landscape		WBE
Tecnica Environmental Services	MBE	
Valor Technologies	MBE	



## RESPONSIBLE BIDDER REQUIREMENT

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approved either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this centered, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed.

F.H. Paschen, S.N. Nielsen & Associates LLC (Joint Venturer)

is signatory to the following Union Apprenticeship Programs:

Operating Engineers Local 150

Chicagoland Regions Council of Carpenters

Cement Masons 502

Laborers District Council

M.G. Electric Service Company (Joint Venturer)

is signatory to to following Union Apprenticeship Programs:

Electricians Local 134

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.



Cook County

**CONFIDENTIALITY FORM**

CONTRACT FOR WORK  
SOLICITATION NO. 1555-14475

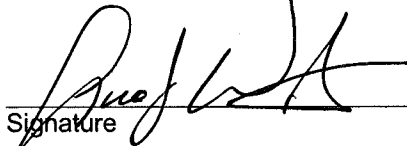
FOR DISCIPLINE: Electrical Construction

To: The County of Cook

**Confidentiality:** All of the reports, pictures, information, or data, prepared or assembled by the Contractor, its employees, and any Subcontractors or Suppliers under this Contract, are confidential. This also includes any reports, pictures, information, or data provided to the Contractor or otherwise learned during the performance of the Work its employees, and any Subcontractors or Suppliers. The Contractor agrees that, except as specifically authorized herein or as may be required by law, it shall not make available said reports, pictures, information, or data, to any other individual or organization, without the express written approval by the Cook County Chief Procurement Officer, or authorized designee. This requirement will survive expiration or termination of this Contract.

I HEREBY DECLARE AND AFFIRM that I am a duly authorized

representative of: Paschen M.G. Joint Venture,  
Vendor Name

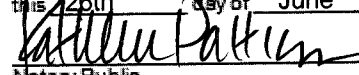
  
Signature

Leo J. Wright, Representative  
Name (Type or Print)

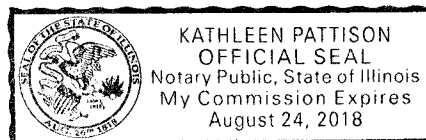
Paschen M.G. Joint Venture  
Bidder Name

5515 N. East River Road  
Address

Chicago IL 60656  
City State Zip

Subscribed and sworn to before me  
this 26th day of June, 2015  
  
Notary Public

Commission expires: August 24, 2018





**KEY PERSONNEL**

**Project Manager:** Frank Nelson  
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

**Safety Coordinator:** Brian Dowdle  
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

**Project Superintendent:** Michael Sharpe  
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

**Notes:**

- 1) Provide resumes of the Project Manager, Safety Coordinator, and Project Superintendent designees with the Bid.
- 2) Provide an organization chart illustrating the position of the Project Executive designee within the Bidder's corporate structure.
- 3) Failure to include any this information may make the bid unresponsive



# FRANK NELSON

## Project Manager



### **Professional Experience**

Frank joined F.H. Paschen as a Project Engineer and has 11 years of industry experience, eight with F.H. Paschen. He has worked in all aspects of construction from a Project Engineer in the field, bidding potential projects on the estimating team and managing JOC Contracts. He will plan, direct, and coordinate all job requirements to ensure that goals and objectives specified for successful operations are accomplished in line with prescribed priorities, time limitations, and funding constraints.

**Years of CPS construction experience:** 3

**Years of K-12 construction experience:** 3

**Education:** Western Illinois University coursework

### **Employment History**

**Project Manager, F.H. Paschen, S.N. Nielsen**

**2012 – Present**

- Develop work scope and proposal.
- Negotiating and issuing subcontracts
- Coordinate and manage field work with Superintendents

*Major Projects with Direct Responsibility:* Chicago Department of Water Management JOC Contract

**Estimator, F.H. Paschen, S.N. Nielsen**

**2010 – 2012**

- Perform material and labor takeoffs, Review subcontractor proposals and Bid projects

**Project Engineer, F.H. Paschen, S.N. Nielsen**

**2006 – 2010**

- Project Controls including Submittals, Requests for Information and Change Order Proposals\
- Coordinate and Supervise Subcontractor Work

*Major Projects with Direct Responsibility:* Chicago Transit Authority Brown Line 4 Station Project

### **JOC Experience**

#### **Chicago Department of Water Management**

- Jardine Water Purification Plant Concrete Repairs
- Lexington Pumping Station Concrete Repairs
- Western Avenue Pumping Station Reservoir Inspection

*Contact – Samuel Witt (312)742-0747 [samuel.witt@ctrwater.net](mailto:samuel.witt@ctrwater.net)*

#### **Chicago Department of Transportation**

- Roosevelt Ave Bascule Bridge Drive Replacement

*Contact – Vasile Jurca (312)744-0646 [vjurca@cityofchicago.org](mailto:vjurca@cityofchicago.org)*



# Brian Dowdle

## Safety Engineer



### **Professional Experience**

Brian has 15 years of construction industry experience including four years with Paschen. Prior to joining the company, Brian was a carpenter for a residential builder. He was responsible for overseeing the progress and safety of multiple crews on developments with as few as 268 to over 5000 homes in the Del Webb community. With F.H. Paschen, Brian has overseen Safety and Field Construction for the Chicago Department of Water, Chicago Transit Authority, Chicago Park District, among others.

### **Registrations/Certifications**

- 145 HR Construction Safety Administrator
- 30 HR OSHA (510)
- USACE EM 385
- USACE – Construction Quality Management for Contractors (CQM)
- EPA RRP
- First Aid / CPR / AED

### **Education**

- Joliet Junior College, General Studies

### **Safety / Training**

- Confined Space Entry
- OSHA 7845 Recordkeeping Rule
- Fall Protection – Leading Edge & 2pt Suspension System
- Scaffold Awareness
- Excavation Safety
- NFPA 70E Electrical Safety
- Excavation Hazard Awareness
- Supported Suspended Scaffold User
- Work Zone Hazard Awareness
- Crane Signal Person
- Rigging Hazard Awareness
- Aerial Lift Training
- Safety, Quality, Production
- Surveying – Anchor Bolts
- Stormwater Management & Erosion Control

### **Representative Projects**

#### **CTA JOC 2012, Chicago, IL (1570)**

Awarded in September 2012, this contract runs through September 2015 and currently has 27 work orders worth over \$22 million to date. Projects consist of concrete parking lots, train track/tie replacement, station expansions, etc. and range in value from \$50,000 to over \$7.5 million. Sample work orders:

- 2013 - Garfield Station – Green Line Parking Lot \$1,294,005
- 2013 - Englewood Track Repairs \$7,599,725
- 2013 - Garfield Station Green Line Stairs \$900,360



# Brian Dowdle

## Safety Engineer

### **Chicago Public Schools JOC 2010, Chicago, IL (1515)**

Awarded in 2010, this contract will run through December 2014. The work of these delivery orders includes abatement, masonry & roof repairs, painting and plastering, floor finishes, structural repairs, light replacement, site work and landscaping, plumbing and mechanical upgrades, playground and field turf installation, and correcting items not in ADA compliance. Sample work orders:

- 2013 - George Manierre Elementary School, \$22,931
- 2013 - Leif Ericson Elementary School, \$880,517

### **United States Postal Service - Chicago & Northern IL Repairs and Alterations (1533)**

The United States Postal Service JOC contract runs from September 2010 to September 2016 with a not to exceed value of \$10,900,000. Work orders range in value from \$10,000 to over \$700,000 with 33 issued to date for a variety of different project types. Most of the work is performed in facilities that operate 24 hours a day and we successfully ensure that their operations are not impacted. Projects included interior build-outs, building renovations, abatement, paving, security upgrades, landscaping, concrete, masonry, dock equipment installation, ADA upgrades, roof replacements, mechanical upgrades, and electrical work. Sample work orders:

- 2013 - Chicago P&DC - Phase 2A Power Distribution, \$326,978
- 2013 - Various Roof Replacements from \$50,000 to \$150,000
- 2013 - Des Plaines MPO Chiller Replacement, \$204,975
- 2014 - Chicago P&DC - Replace Train Smoke Chamber Fans, \$197,466
- 2014 - Chicago NDC - Fire Line Underground Replacement \$150,000

### **Chicago Park District - Rapid Response Construction Services, Chicago, IL (1545)**

Paschen has been working on consecutive JOC contracts with CPD since 1994. This contract is for Rapid Response Construction Services. It started 3/3/2011 and runs through 3/2/2015. Work orders range in value from \$1,600 to \$700,000 and we been issued 28 work orders worth over \$2.5 million. There is no maximum dollar value for this contract. Projects include paving, swimming pool upgrades, playground equipment, spray pool upgrades, baseball fields, soccer court conversions, tennis courts, basketball courts, interior build-outs, demolition, building renovations, abatement, landscaping, concrete, masonry, elevators, ADA upgrades, roof replacements, mechanical upgrades, electrical work and emergency repairs. Sample work orders:

- 2012 - Hale Park Pool Liner, Gutter, Welding, \$91,000
- 2012 - Holstein Chimney Emergency Repairs, \$7,000
- 2012 - Union Park Pool Liner, \$52,000
- 2012 - Holstein Spray Pool Surface, \$14,600

### **Naperville JOC, Naperville, IL (1550)**

Paschen has been actively working on an ezIQC® job order contract with the City of Naperville that began in June 2011 and runs through June 2015. This contract is available to all public entities statewide and is designed for facility repair and alteration construction services. To date, Paschen has completed 52 purchase orders which range in value from \$3,000 to \$842,000 and total over \$4,500,000. There is no maximum dollar value for this contract. Projects are site specific, ranging from building renovations to site improvements. Sample work orders:

- 2012 - Downers Grove Well House Reconstruction \$27,895
- 2012 - Homer Township Pole Barn, \$268,000

### **CTA JOC, Chicago, IL (1555)**

This CTA JOC contract began in August 2011 and ran until August 2013. 72 work orders were issued ranging in value from \$5,000 to over \$1.8 million, totaling over \$30 million. Trades on this contract included concrete, electrical, plumbing, steel and painting. Sample work orders:

- 2012 - Cumberland Station Renewal \$1,573,358
- 2012 - State and Lake Station Renewal \$653,172
- 2013 - 63rd and Ashland Station Upgrade \$997,240



# Brian Dowdle

## Safety Engineer

### **Chicago Department of Water Management JOC Site Work, Chicago, IL (1525)**

The Department of Water Management initial term is for a period of one year or for a total of \$5,000,000. It has three additional term options, each for a period of one year or for a total of \$5,000,000 with a total maximum contract value of \$20 million. The contract is primarily to be used to perform site work, underground work and associated infrastructure construction work under the jurisdiction of the Department of Water Management. To date, 28 work orders have been completed for a current value of \$3,399,717. Sample work orders:

- 2012 - South Water Purification Plant Storage Tanks 132, 134, & 138 Lining Repairs, \$495,636
- 2012 - Jardine Water Purification Plant Trench Drains, \$260,629
- 2011 - South Water Purification Plant 79th Street Outlet Structure Walkway Repairs, \$213,613
- 2011 - Jardine Water Purification Plant Storage Tank Lining Repair \$288,514
- 2011 - Jardine Water Purification Plant Trench Drains \$260,629
- 2011 - Jardine Water Purification Plant Stairway Landing Repairs \$88,054

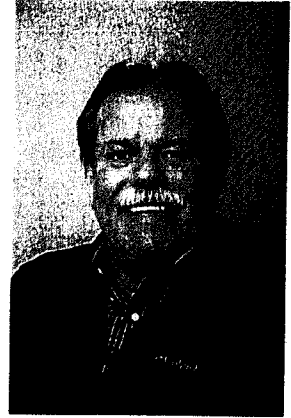
### ***Prior Experience***

Prior to F.H. Paschen, Brian worked for R & D Thiel as a Lead Carpenter/Safety Technician for new home construction. He was responsible for overseeing the progress and safety of multiple crews. He worked in that capacity from February 2001 to June 2011 (10 years).



# MICHAEL SHARPE

## Project Superintendent



### **Professional Experience**

Mike has 30 years of construction industry experience including nine years with F.H. Paschen. He is assigned to the JOC Division where he has supervised field construction for Chicago Transit Authority, Chicago Public Schools, City Colleges of Chicago, among others.. He also has served as Project Superintendent in the Building Division overseeing construction of multiple school renovation projects simultaneously. Prior to joining Paschen, Mike spent six years supervising various construction projects at O'Hare International Airport, ranging from small office renovations to larger terminal reconstruction projects. Additionally, while with another company, he supervised seven projects for the Chicago Public Schools worth approximately \$8,000,000. He is accustomed to directing work in public occupied areas.

### **Licenses / Certifications**

- OSHA 30 Hour
- USACE – Construction Quality Management for Contractors

### **Representative Projects**

#### **CHICAGO PUBLIC SCHOOLS JOC (FHP #1515)**

The Chicago Public Schools 2010 JOC contract ran from December 2009 to January 2014 and had 44 purchase orders to date for a variety of different project types including school renovations and site improvements. The work orders ranged in value from \$4,747 to \$1,540,382 and the total value of work completed under this contract is currently \$11,120,038. Representative projects included ADA renovations to both interiors and exteriors, swimming pool renovations, abatement, paving, landscaping, bleachers, athletic fields, emergency school repairs, masonry, roofing, science lab renovations, kitchen renovations, elevator modernizations, fire alarm upgrades, dance studio sprung floor installations, interior build-outs, mechanical upgrades, and electrical work.

#### **Sample work orders:**

- |   |             |
|---|-------------|
| • Benito Juarez High School Pool Renovation (3 work orders) | \$1,548,629 |
| • Benito Juarez Artificial Field Turf Installation          | \$714,858   |

#### **CITY COLLEGES JOC (1470)**

Job Order Contract for four terms for the repair and renovation of facilities for the City Colleges of Chicago. The contract was awarded in August 2009 and ran through August 2013. 19 work orders were issued totaling \$6,693,619 and ranged in value from \$50,000 to over \$500,000. The work consisted of interior office renovations, new fire suppression, electrical and mechanical systems and new finishes. Representative projects included kitchen renovations, interior build-outs, mechanical upgrades, and electrical work.

#### **Sample Work Orders:**

- District Office 14th Floor Space Upgrades, \$429,996
- District Office Lobby and Security, \$499,000
- District Office 13th Floor replace HVAC Boxes & Install Sprinkler System, \$335,538
- District Office 13th Floor remodel North & West Elevations, \$295,307
- District Office 13th Floor remodel South Elevation, \$340,028
- District Office Washburne Training & Serving Cafe, \$480,305



# MICHAEL SHARPE

## Project Superintendent

### CHICAGO TRANSIT AUTHORITY JOC (FHP #1510)

This CTA JOC contract began in August 2008 and ran to August 2011. During the contract, 45 work orders worth over \$22 million have been performed for construction services with individual work orders ranging in value from 12,000 to over \$3 million. We have provided 24/7 services on active train tracks, busy bus garages, operating stations and platforms. Minority subcontractor participation goals have been met and dozens of disadvantaged businesses have been utilized. The wide range of projects performed include at-grade crossings consisting of track and pavement replacement; building demolition, often adjacent to active tracks; platform canopy replacement; station renovation; escalator installations; lighting replacement; and roofing. Design-Build services were used to complete a 4,000 sf. storage facility. Life safety services were also provided to rehabilitate all 54 emergency exits on the subway system.

Sample work order:

- Kedzie RTU Replacement \$3,300,000

### CHICAGO TRANSIT AUTHORITY JOC (FHP 1505)

This contract began in August 2007 and ran through August 2010. To date, 62 work orders worth over \$42 million of construction services have been performed. Projects ranged in value from \$25,000 to over \$2.5 million. We have provided 24/7 services on active train tracks, busy bus garages, operating stations and platforms. Minority subcontractor participation goals have been met and dozens of disadvantaged businesses have been utilized.

The wide range of projects performed include at-grade crossings consisting of track and pavement replacement; building demolition, often adjacent to active tracks; platform canopy replacement; station renovation; escalator installations; lighting replacement; and roofing. Design-Build services were used to complete a 30,000 sf. building addition.

Our project professionals reflect a team approach and become embedded as reliable members gaining critical knowledge of the organization, operations and working environment we serve.

Sample work orders:

- Addison Blue Line Station Renovation \$250,000
- Irving Park Blue Line Station Renovation \$430,000
- Montrose Blue Line Station Renovation \$540,000
- System Wide CTA Station Signage \$330,000
- Forest Glen Bus Wash \$1,300,000



# MICHAEL SHARPE

## Project Superintendent

### OTHER PROJECTS

#### CHICAGO PUBLIC SCHOOLS

Mike has overseen multiple projects for the Chicago Public Schools ranging in value from \$300,000 to over \$2 million. Mike is accustomed to working in occupied spaces and can accommodate the user's needs with the construction schedule.

- Roof replacement at Joseph Warren Elementary School \$300,000
- Window replacement, lighting upgrade, and interior renovation at Woodlawn Community School \$1,200,000
- ADA upgrade at Calumet High School \$2,200,000
- Roof replacement and lighting upgrade at Bond School \$700,000
- Roof replacement and interior finishes repair at Lawrence School \$600,000
- Roof repair emergency lighting, and power upgrade project at Arnold Mireles Academy \$600,000
- Renovation to William Rainey Harper High School \$1,500,000
- Exterior renovation at Fenger High School \$1,200,000
- ADA Upgrade including elevator at Fenger High School \$1,400,000
- ADA Upgrade at Julian High School \$1,800,000
- Electric upgrade, full school air conditioning at Dever Elementary School \$1,400,000
- Boiler/control upgrade at Earle Elementary School \$850,000

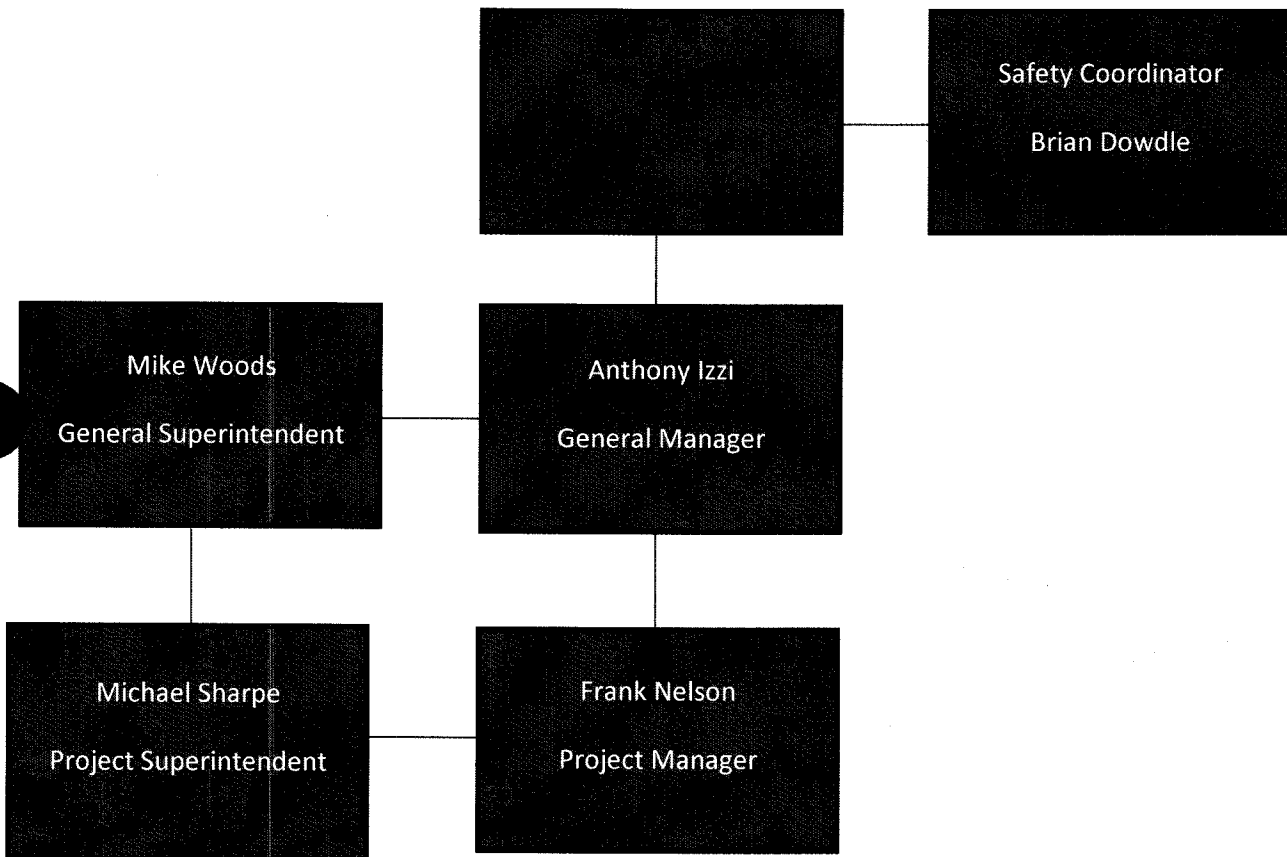
#### UNITED AIRLINES

- \$>1 million ticket counter modification/personal ticketing station installation at O'Hare International Airport
- \$> 1 million building 700 renovation/ installation of 175 workstations at O'Hare International Airport
- \$.45 Installation of vehicle door into the largest overhead hanger door in the world at O'Hare International Airport
- Many facility projects ranging from \$10k to \$1m including office renovations and relocations, facility conversions from unused space to offices at O'Hare International Airport



## Paschen M.G. Joint Venture

### Cook County – Electrical Job Order Contract





**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on [municode.com](http://municode.com).

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby* or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.



**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.



## SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).



**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.



## SECTION 3

**REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

None

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes:   X   No:                     

- b) If yes, list business addresses within Cook County:

5515 N. East River Road, Chicago, Illinois 60656

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes:   X   No:                     

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**



**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S):

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(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☒ The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

NA

---

---

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.



## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

**Identifying Information:**

Name Paschen M.G. Joint Venture

D/B/A: \_\_\_\_\_ FEIN NO/SSN (LAST FOUR DIGITS): \_\_\_\_\_

Street Address: 5515 N. East River Road

City: Chicago State: IL Zip Code: 60656

Phone No.: 773-444-3474 Fax Number: 773-693-0064 Email: lwright@fhpaschen.com

Cook County Business Registration Number: NA  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☒ Joint Venture

☐ Other (describe) \_\_\_\_\_



**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
F.H. Paschen, S.N. Nielsen & Associates LLC	5515 N.E. River Rd., Chicago IL 60656	51%
M.G. Electric Service Company	1450 E. Algonquin Rd., Arlington Heights, IL 60005	49%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
NA		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ ☒ ] No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
F.H. Paschen, S.N. Nielsen & Associates LLC	5515 N.E. River Rd., Chicago IL 60656		Joint Venturer
M.G. Electric Service Company	1 450 E. Algonquin Road, Arlington Heights, IL 60005		Joint Venturer

**Declaration (check the applicable box):**

- [ ☒ ] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.



Cook County

Leo J. Wright

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

lwright@fhpaschen.com

E-mail address

Subscribed to and sworn before me  
this 26th day of June, 2015

X

Notary Public Signature

Representative

Title

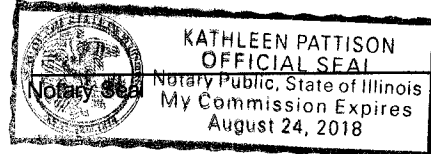
June 26, 2015

Date

773-444-3474

Phone Number

My commission expires: August 24, 2018







**COOK COUNTY BOARD OF ETHICS**  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.—

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

Parent  
Child  
Brother  
Sister  
  
Aunt  
Uncle  
Niece  
Nephew

Grandparent  
Grandchild  
Father-in-law  
Mother-in-law  
Son-in-law  
Daughter-in-law  
Brother-in-law  
Sister-in-law

Stepfather  
Stepmother  
Stepson  
Stepdaughter  
Stepbrother  
Stepsister  
Half-brother  
Half-sister



**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: \_\_\_\_\_ None

Address of Person Doing Business with the County: \_\_\_\_\_

Phone number of Person Doing Business with the County: \_\_\_\_\_

Email address of Person Doing Business with the County: \_\_\_\_\_

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

\_\_\_\_\_  
\_\_\_\_\_

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_  
\_\_\_\_\_

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ \_\_\_\_\_  
\_\_\_\_\_

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: \_\_\_\_\_  
\_\_\_\_\_

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: \_\_\_\_\_  
\_\_\_\_\_

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general



## Cook County

administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

*If more space is needed, attach an additional sheet following the above format.*

The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*


Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*



<b>Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County</b>     	<b>Name of Related County Employee or State, County or Municipal Elected Official</b>     	<b>Title and Position of Related County Employee or State, County or Municipal Elected Official</b>     	<b>Nature of Familial Relationship*</b>     
<b>Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County</b>     	<b>Name of Related County Employee or State, County or Municipal Elected Official</b>     	<b>Title and Position of Related County Employee or State, County or Municipal Elected Official</b>     	<b>Nature of Familial Relationship*</b>     
<b>Name of Employee of Business Entity Directly Engaged in Doing Business with the County</b>     	<b>Name of Related County Employee or State, County or Municipal Elected Official</b>     	<b>Title and Position of Related County Employee or State, County or Municipal Elected Official</b>     	<b>Nature of Familial Relationship*</b>     

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

limited to fines and debarment.



Signature of Recipient Leo J. Wright, Authorized Agent

June 26, 2015  
Date

Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
[CookCounty.Ethics@cookcountyil.gov](mailto:CookCounty.Ethics@cookcountyil.gov)

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild  
by blood, marriage (i.e. in laws and step relations) or adoption.



**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on [municode.com](http://municode.com).

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby or lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person or Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.



**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.



## SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).



**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.



## SECTION 3

**REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

None

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes:   X   No:           

- b) If yes, list business addresses within Cook County:

5515 N. East River Road, Chicago, Illinois 60656

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes:   X   No:           

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**



**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b)   X   The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

\_\_\_\_\_  
NA  
\_\_\_\_\_

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.



## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

**Identifying Information:**

Name F.H. Paschen, S.N. Nielsen & Associates LLC

D/B/A: \_\_\_\_\_ FEIN NO/SSN (LAST FOUR DIGITS): 36-4518443

Street Address: 5515 N. East River Road

City: Chicago State: IL Zip Code: 60656

Phone No.: 773-444-3474 Fax Number: 773-693-0064 Email: lwright@fhpaschen.com

Cook County Business Registration Number: NA

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 0090148-2

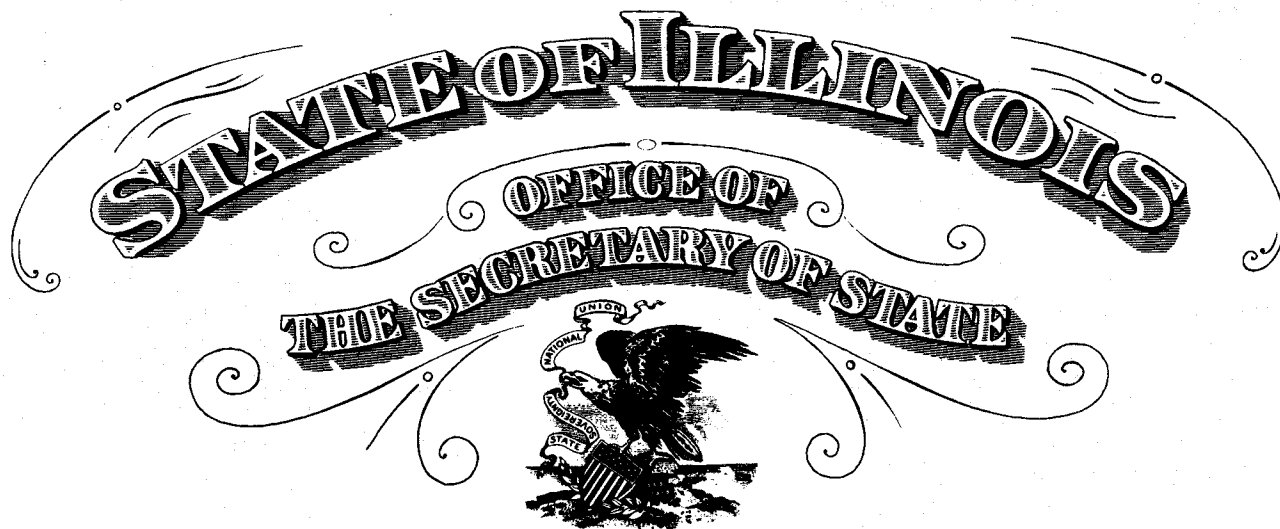
**Form of Legal Entity:**

☐ Sole Proprietor ☒ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) \_\_\_\_\_





***To all to whom these Presents Shall Come, Greeting:***

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

AUTUMN CONSTRUCTION SERVICES, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 26, 1995, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set***  
*my hand and cause to be affixed the Great Seal of*  
*the State of Illinois, this 18TH*  
*day of JUNE A.D. 2015 .*

*Jesse White*

SECRETARY OF STATE



**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
See Attached		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
NA		

3. Is the Applicant constructively controlled by another person or Legal Entity? ☒ Yes ☐ No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
FHP Management, Inc.	5515 N.E. River Rd., Chicago, IL 60656	0%	Sole Manager

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See Attached			

**Declaration (check the applicable box):**

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.



**F.H. Paschen, S.N. Nielsen & Associates LLC**  
**Investor Membership Interests**

<b>Name</b>	<b>Address</b>	<b>Interest</b>
FHP TR Trust No. 1	5515 N. East River Road, Chicago, IL 60656	65.0
James V. Blair	5515 N. East River Road, Chicago, IL 60656	18.0
James J. Habschmidt	5515 N. East River Road, Chicago, IL 60656	5.0
William M. Barkowski	5515 N. East River Road, Chicago, IL 60656	4.0
Joseph V. Scarpelli	5515 N. East River Road, Chicago, IL 60656	4.0
Robert F. Zitek	5515 N. East River Road, Chicago, IL 60656	4.0

24-Jun-15



Cook County

Leo J. Wright

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

lwright@fhpaschen.com

E-mail address

Subscribed to and sworn before me  
this 26th day of June, 2015.

X

Notary Public Signature

Authorized Agent

Title

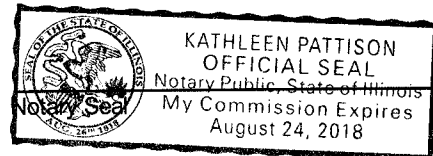
June 26, 2015

Date

773-444-3474

Phone Number

My commission expires: August 24, 2018







**COOK COUNTY BOARD OF ETHICS**  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.-

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

Parent  
Child  
Brother  
Sister

Aunt  
Uncle  
Niece  
Nephew

Grandparent  
Grandchild  
Father-in-law  
Mother-in-law  
Son-in-law  
Daughter-in-law  
Brother-in-law  
Sister-in-law

Stepfather  
Stepmother  
Stepson  
Stepdaughter  
Stepbrother  
Stepsister  
Half-brother  
Half-sister



**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: \_\_\_\_\_ None \_\_\_\_\_

Address of Person Doing Business with the County: \_\_\_\_\_

Phone number of Person Doing Business with the County: \_\_\_\_\_

Email address of Person Doing Business with the County: \_\_\_\_\_

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

\_\_\_\_\_  
\_\_\_\_\_

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_  
\_\_\_\_\_

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ \_\_\_\_\_  
\_\_\_\_\_

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: \_\_\_\_\_  
\_\_\_\_\_

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: \_\_\_\_\_  
\_\_\_\_\_

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general



Cook County

administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship

*If more space is needed, attach an additional sheet following the above format.*

The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship



Name of Person  
Responsible for the  
General Administration of  
the Business Entity Doing  
Business with the County

Name of Related County  
Employee or State,  
County or Municipal  
Elected Official

Title and Position of Related  
County Employee or State,  
County or Municipal Elected  
Official

Nature of Familial  
Relationship\*

Name of Agent Authorized  
to Execute Documents for  
Business Entity Doing  
Business with the County

Name of Related County  
Employee or State,  
County or Municipal  
Elected Official

Title and Position of Related  
County Employee or State,  
County or Municipal Elected  
Official

Nature of Familial  
Relationship\*

Name of Employee of  
Business Entity Directly  
Engaged in Doing  
Business with the County

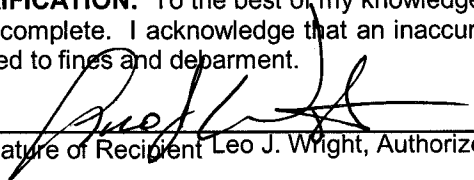
Name of Related County  
Employee or State,  
County or Municipal  
Elected Official

Title and Position of Related  
County Employee or State,  
County or Municipal Elected  
Official

Nature of Familial  
Relationship\*

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient  Leo J. Wright, Authorized Agent

June 26, 2015  
Date

**SUBMIT COMPLETED FORM TO:**

Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
[CookCounty.Ethics@cookcountyil.gov](mailto:CookCounty.Ethics@cookcountyil.gov)

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild  
by blood, marriage (i.e. in laws and step relations) or adoption.



## SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

**I. Contract Information:**

Contract Number: 12-28-340 GC3 & 12-28-340 HS8

County Using Agency (requesting Procurement): Purchasing

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): F.H. Paschen, S.N. Nielsen & Associates LLC

Substantial Owner Complete Name: Frank H. Paschen

FEIN# 36-4518443

Date of Birth: \_\_\_\_\_ E-mail address: lwright@fhpaschen.com

Street Address: 5515 N. East River Road

City: Chicago State: IL Zip: 60656

Home Phone: ( 773 ) 444 - 3474 Driver's License No: None

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* YES or **NO**

*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* YES or **NO**

*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* YES or **NO**

*Employee Classification Act, 820 ILCS 185/1 et seq.,* YES or **NO**

*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* YES or **NO**

*Any comparable state statute or regulation of any state, which governs the payment of wages* YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.



**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner  
**YES or NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation  
**YES or NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default  
**YES or NO**

Other factors that the Person or Substantial Owner believe are relevant.  
**YES or NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: \_\_\_\_\_ Date: December 16, 2015

Name of Person signing (Print): Leo J. Wright Title: Authorized Agent

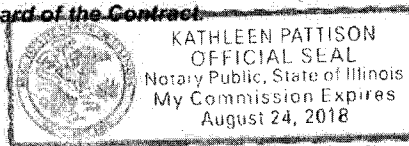
Subscribed and sworn to before me this 16th day of December, 2015

X

*Kathleen Pattison*  
 Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.





**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on [municode.com](http://municode.com).

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby* or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.



**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.



## SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).



**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.



**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

None

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes:   X   No:                     

- b) If yes, list business addresses within Cook County:

1450 E. Algonquin Road, Arlington Heights, Illinois 60005

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes:   X   No:                     

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**



**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX  
NUMBERS)

OR:

- b)   X   The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

NA

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.



## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

**Identifying Information:**

Name M.G. Electric Service Company

D/B/A: \_\_\_\_\_ FEIN NO/SSN (LAST FOUR DIGITS): 36-2353841

Street Address: 1450 E. Algonquin Road

City: Arlington Heights State: IL Zip Code: 60005

Phone No.: 847-439-7500 Fax Number: 847-439-7507 Email: rfd@mgelectric.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 3671-470-1

**Form of Legal Entity:**

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) \_\_\_\_\_





***To all to whom these Presents Shall Come, Greeting:***

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

M. G. ELECTRIC SERVICE COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 05, 1957, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set***  
*my hand and cause to be affixed the Great Seal of*  
*the State of Illinois, this 24TH*  
*day of JUNE A.D. 2015 .*

*Jesse White*

SECRETARY OF STATE



**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Ronald Desideri	1450 E. Algonquin Rd., Arlington Heights, IL 60005	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
NA		

3. Is the Applicant constructively controlled by another person or Legal Entity? [       ] Yes [ ☒ ] No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Ronald Desideri	1450 E. Algonquin Rd., Arlington Hgts, IL	President	1957- Present

**Declaration (check the applicable box):**

- [X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.



Cook County

Ronald Desideri

Name of Authorized Applicant/Holder Representative (please print or type)

*Ronald Desideri*

Signature

rfd@mgelectric.com

E-mail address

Subscribed to and sworn before me  
this 26th day of June, 2015.

X

*Kathleen Pattison*

Notary Public Signature

President

Title

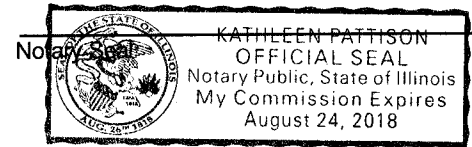
June 26, 2015

Date

847-439-7500

Phone Number

My commission expires: August 24, 2018







**COOK COUNTY BOARD OF ETHICS**  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.—

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

Parent  
Child  
Brother  
Sister  
  
Aunt  
Uncle  
Niece  
Nephew

Grandparent  
Grandchild  
Father-in-law  
Mother-in-law  
Son-in-law  
Daughter-in-law  
Brother-in-law  
Sister-in-law

Stepfather  
Stepmother  
Stepson  
Stepdaughter  
Stepbrother  
Stepsister  
Half-brother  
Half-sister



**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: \_\_\_\_\_ None \_\_\_\_\_

Address of Person Doing Business with the County: \_\_\_\_\_

Phone number of Person Doing Business with the County: \_\_\_\_\_

Email address of Person Doing Business with the County: \_\_\_\_\_

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

\_\_\_\_\_  
\_\_\_\_\_

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_  
\_\_\_\_\_

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ \_\_\_\_\_  
\_\_\_\_\_

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: \_\_\_\_\_  
\_\_\_\_\_

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: \_\_\_\_\_  
\_\_\_\_\_

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general



Cook County

administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

*If more space is needed, attach an additional sheet following the above format.*

The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*



Cook County

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Ronald Desideri                      June 26, 2015  
Signature of Recipient Ronald Desideri, President                      Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
[CookCounty.Ethics@cookcountyil.gov](mailto:CookCounty.Ethics@cookcountyil.gov)

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild  
by blood, marriage (*i.e.* in laws and step relations) or adoption.



## SECTION 4

### COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

#### I. Contract Information:

Contract Number: 1555-14475 EC7

County Using Agency (requesting Procurement): \_\_\_\_\_

#### II. Person/Substantial Owner Information:

Person (Corporate Entity Name): M.G. ELECTRIC SERVICE COMPANY, INC.

Substantial Owner Complete Name: RONALD F. DESIDERI

FEIN# 36-2353841

Date of Birth: \_\_\_\_\_

E-mail address: rfd@mgelectric.com

Street Address: 912 MERRY LANE

City: OAKBROOK

State: IL Zip: 60523

Home Phone: (847) 439 - 7500

Driver's License No: \_\_\_\_\_

#### III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* YES or **NO**

*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* YES or **NO**

*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* YES or **NO**

*Employee Classification Act, 820 ILCS 185/1 et seq.,* YES or **NO**

*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* YES or **NO**

*Any comparable state statute or regulation of any state, which governs the payment of wages* YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.



**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner  
YES or **NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation  
YES or **NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default  
YES or **NO**

Other factors that the Person or Substantial Owner believe are relevant.  
YES or **NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

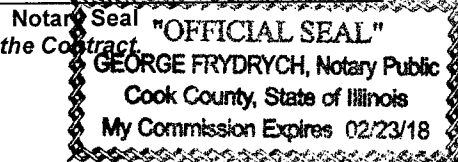
Signature: Ronald F. Desideri Date: 3/24/16

Name of Person signing (Print): RONALD F. DESIDERI Title: PRESIDENT

Subscribed and sworn to before me this 24th day of MARCH, 2016

X \_\_\_\_\_  
Notary Public Signature

Note: The above information is subject to verification prior to the award of the Contract.





**SECTION 5**

**CONTRACT AND EDS EXECUTION PAGE**  
**PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS**

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

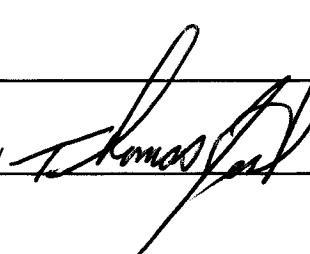
**Execution by Corporation**

M.G. ELECTRIC SERVICE CO., INC.

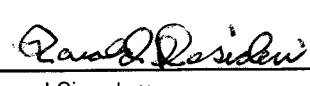
Corporation's Name

847-439-7500

Telephone

THOMAS DESIDERI/ 

Secretary Signature

RONALD DESIDERI/ 

President's Printed Name and Signature

rfd@mgelectric.com

Email

3/24/16

Date

**Execution by LLC**

LLC Name

\*Member/Manager Printed Name and Signature

Date

Telephone and Email

**Execution by Partnership/Joint Venture**

Partnership/Joint Venture Name

\*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

**Execution by Sole Proprietorship**

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

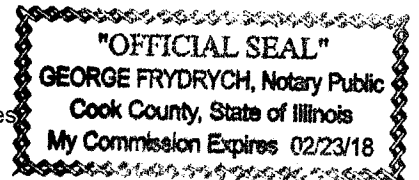
Subscribed and sworn to before me this

24th day of MARCH, 2016

Notary Public Signature



My commission expires



Notary Seal

\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.



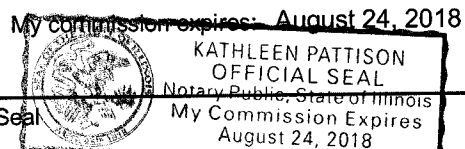
## SECTION 4

**CONTRACT AND EDS EXECUTION PAGE**  
**PLEASE EXECUTE THREE ORIGINALS**

The Applicant hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

**Execution by Corporation**\_\_\_\_\_  
President's Name\_\_\_\_\_  
President's Signature\_\_\_\_\_  
Telephone\_\_\_\_\_  
Email\_\_\_\_\_  
Secretary Signature\_\_\_\_\_  
Date**Execution by LLC**\_\_\_\_\_  
Member/Manager (Signature)\*\_\_\_\_\_  
Date\_\_\_\_\_  
Telephone\_\_\_\_\_  
Email**Execution by Partnership/Joint Venture**

\_\_\_\_\_  
 Partner/Joint Venturer (Signature)\*  
 Leo J. Wright, Representative  
 773-444-3474

\_\_\_\_\_  
June 26, 2015\_\_\_\_\_  
Date\_\_\_\_\_  
lwright@fhpaschen.com\_\_\_\_\_  
Telephone\_\_\_\_\_  
Email**Execution by Sole Proprietorship**\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Telephone\_\_\_\_\_  
Email**Subscribed and sworn to before me this**\_\_\_\_\_  
26th day of June, 2015.\_\_\_\_\_  
Notary Public Signature\_\_\_\_\_  
Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

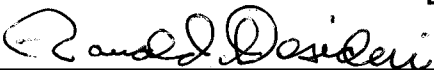
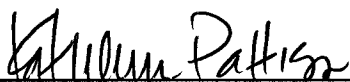


## SECTION 4

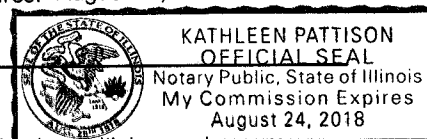
## CONTRACT AND EDS EXECUTION PAGE

**PLEASE EXECUTE THREE ORIGINALS**

The Applicant hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

**Execution by Corporation**\_\_\_\_\_  
President's Name\_\_\_\_\_  
President's Signature\_\_\_\_\_  
Telephone\_\_\_\_\_  
Email\_\_\_\_\_  
Secretary Signature\_\_\_\_\_  
Date**Execution by LLC**\_\_\_\_\_  
Member/Manager (Signature)\*\_\_\_\_\_  
Date\_\_\_\_\_  
Telephone\_\_\_\_\_  
Email**Execution by Partnership/Joint Venture**\_\_\_\_\_  
September 25, 2015\_\_\_\_\_  
Partner/Joint Venturer (Signature)\*  
Ronald Desideri, Representative\_\_\_\_\_  
Date\_\_\_\_\_  
847-439-7500\_\_\_\_\_  
rfd@mgelectric.com\_\_\_\_\_  
Telephone\_\_\_\_\_  
Email**Execution by Sole Proprietorship**\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Telephone\_\_\_\_\_  
Email**Subscribed and sworn to before me this**\_\_\_\_\_  
25th day of Sept., 2015.\_\_\_\_\_  
Notary Public Signature

My commission expires: August 24, 2018

\_\_\_\_\_  
Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.



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## SECTION 7- EXHIBITS

## EXHIBIT A - MBE/WBE UTILIZATION PLAN – FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

## I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- \_\_\_\_ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- \_\_\_\_ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountylil.gov/contractcompliance](http://www.cookcountylil.gov/contractcompliance))
- \_\_\_\_ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. ☐ Direct Participation of MBE/WBE Firms ☐ Indirect Participation of MBE/WBE Firms

**NOTE:** Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**



Cook County

**EXHIBIT B - MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Ethnicity: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bid/Proposal/Contract #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

FEIN #: \_\_\_\_\_

Email: \_\_\_\_\_

Participation: ☐ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☐ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\_\_\_\_\_  
\_\_\_\_\_

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE) \_\_\_\_\_

Signature (Prime Bidder/Proposer) \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Firm Name \_\_\_\_\_

Firm Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL



**EXHIBIT C - PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3****A. BIDDER/PROPOSER HEREBY REQUESTS:**

- ☐ FULL MBE WAIVER ☐ FULL WBE WAIVER
- ☐ REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

\_\_\_\_\_ % of Reduction for MBE Participation  
\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- ☐ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- ☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- ☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- ☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

- ☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**
- ☐ (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- ☐ (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**
- ☐ (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**
- ☐ (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.



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**EXHIBIT D - DISCLOSURE OF OTHER NON-CERTIFIED SUBCONTRACTORS /  
SUPPLIERS**

**Disclosure of Other Non-Certified  
Subcontractors/Suppliers**

Name of non-certified Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Reason MBE or WBE was not used: \_\_\_\_\_

Name of non-certified Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Reason MBE or WBE was not used: \_\_\_\_\_

Name of non-certified Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Reason MBE or WBE was not used: \_\_\_\_\_



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## EXHIBIT E - MBE/WBE GOOD FAITH EFFORTS CHECKLIST

**This Checklist must be submitted with the Bid if the Project Specific MBE or WBE Goal was not fully achieved. Attach the Log of Contacts and additional sheets as necessary and other documentation to support Good Faith Efforts. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain MBE or WBE participation in addition to the items listed below, attach a detailed written explanation.**

### CHECKED BY BIDDER IF COMPLETED

- \_\_\_\_\_ Identified portions of the project work capable of performance by available MBEs and WBEs, including, where appropriate, breaking out Contract work items into economically feasible units to facilitate MBE or WBE participation even when the Bidder could perform those scopes with its own forces.
- \_\_\_\_\_ Solicited through reasonable and available means (e.g., written notices, advertisements) MBEs and WBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- \_\_\_\_\_ Provided timely and adequate information about the plans, specifications and requirements of the Contract. Followed up initial solicitations to answer questions and encourage MBEs and WBEs to submit bids.
- \_\_\_\_\_ Negotiated in good faith with interested MBEs and WBEs that submitted bids and thoroughly investigated their capabilities.
- \_\_\_\_\_ Made efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the Contract (if applicable).
- \_\_\_\_\_ Utilized resources available to identify available MBEs and WBEs, including but not limited to, the Cook County Office of Contract Compliance, MBE and WBE assistance groups; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of MBEs and WBEs.



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**EXHIBIT F - GOOD FAITH EFFORTS CONTACTS LOG FOR SOLICITING MBE / WBE  
SUBCONTRACTOR OR SUPPLIER PARTICIPATION****Good Faith Efforts Contacts Log for Soliciting  
MBE/WBE Subcontractor or Supplier  
Participation (Please duplicate as needed)**

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of subconsultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with which the Vendor reached an agreement to participate on this project, as shown on Section II of this document.)

Name of MBE/WBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contact: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

Name of MBE/WBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contact: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

Name of MBE/WBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contact: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_



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**EXHIBIT G - LETTER OF INTENT BETWEEN PRIME CONTRACTOR AND MBE/WBE  
SUBCONTRACTOR OR SUPPLIER**

**COOK COUNTY,  
ILLINOIS  
LETTER OF INTENT BETWEEN PRIME  
CONTRACTOR AND MBE/WBE SUBCONTRACTOR  
OR SUPPLIER**

Contract Title: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Prime proposer: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e mail: \_\_\_\_\_

Proposed Contract amount \$: \_\_\_\_\_

Proposed subcontract amount \$: \_\_\_\_\_

Type of agreement:      lump sum                      hourly rate                      unit price

MBE/WBE subcontractor or supplier: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e mail: \_\_\_\_\_

Work to be performed by MBE/WBE:

prime proposer and the MBE/WBE listed above hereby agree that upon the execution of a Contract for the above-named project between the prime Contractor and Cook County, the MBE/WBE will perform the scope of work for the price as indicated above.

Prime proposer:  
MBE/WBE

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Cook County \_\_\_\_\_

STATE OF \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me  
me on the \_\_\_\_\_ on the \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SUBSCRIBED AND SWORN TO before  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Printed Name of Notary

AS REQUIRED BY INSTRUCTION TO BIDDER OF/AND IN CONJUNCTION WITH THE  
BID HEREWITH SUBMITTED

TO: County of Cook

BID FOR: \_\_\_\_\_

BID DOCUMENT NUMBER: \_\_\_\_\_ BID OPENING DATE: \_\_\_\_\_

We deposit (subject to all conditions of said proposal) the following described deposit check:

( ) Cashier's Check ( ) Bank Draft ( ) Other \_\_\_\_\_

Drawn on: \_\_\_\_\_ of: \_\_\_\_\_

BANK

CITY

STATE

Draft or Check Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Submitted by: \_\_\_\_\_

BIDDER'S NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

DO NOT WRITE IN THE SPACES BELOW



The Above Described Deposit Check is:

- |           |                         |             |
|-----------|-------------------------|-------------|
| 1. (    ) | HELD: _____             | DATE: _____ |
| 2. (    ) | MAILED: _____           | DATE: _____ |
| 3. (    ) | DELIVERED TO: _____     | DATE: _____ |
| 4. (    ) | BOND SUBSTITUTED: _____ | DATE: _____ |
| 5. (    ) | BOND MAILED TO: _____   | DATE: _____ |



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## EXHIBIT H - PERFORMANCE AND PAYMENT BOND FORM

## PERFORMANCE AND PAYMENT BOND

Know All Men By These Presents, that we, F.H. Paschen, S.N. Nielsen & Associates LLCas principal, Continental Casualty Company333 S. Wabash Avenue; 41st Floor, Chicago, Illinois 60604

as

surety, are held and firmly bound unto The County of Cook in the penal sum of \_\_\_\_\_ Dollars (\$ ) 1,250,000.00

lawful money of the United States of America, for the payment of which sum of money well and truly be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly by these presents.

Signed, sealed and delivered this 23 day of March, 2016

The condition of the above obligation is such, That whereas, the above bounden principal entered into a certain Contract with The County of Cook,

Bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_

1555-14475 EC7 - Cook County JOC Contract

It is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered in favor of any person not a party to said Contract against The County of Cook in any suit arising out of said Contract or its performance, when reasonable notice of the pendency of such suit shall have been given to said principal and to said surety, shall be conclusive against said principal and said surety as to both liability and amount.

In Witness Whereof, said parties hereto have caused this bond to be executed and delivered at Chicago, Illinois, all on the day and year first above written.

F.H. Paschen, S.N. Nielsen & Associates LLC

PRINCIPAL/CONTRACTOR

SEAL

By: 

PRESIDENT

James V. Blair



SECRETARY

James J. Habschmidt

Continental Casualty Company

SURETY

SEAL

By: SURETY/ATTORNEY-IN-FACT Adrienne C. Stevenson  
(ATTACH POWER OF ATTORNEY)002128

AMB#

20443

NAIC#

APPROVED AS TO FORM:

By: 



STATE OF ILLINOIS  
COUNTY OF COOK

I, Katherine J. Foreit a notary Public in and for said County, do hereby certify that  
Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to  
be the same person whose name is subscribed to the foregoing instrument, appeared before me  
this day in person, and acknowledged that they signed, sealed, and delivered said instrument  
for and on behalf of

CONTINENTAL CASUALTY COMPANY

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,

this 23<sup>rd</sup> day of March A.D. 2016

Katherine J. Foreit  
Notary Public





# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**C R Hernandez, Beatriz Polito, Adrienne C Stevenson, John K Johnson, Amy B Wickett, Katherine J Foreit, Michael Dougherty, Triniy Garcia, Rebecca Hobbs , Individually**

of Chicago, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of June, 2015.

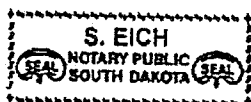


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of June, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires February 12, 2021

*S. Eich*  
S. Eich Notary Public

## CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 23rd day of March, 2016.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Bult*  
D. Bult Assistant Secretary



## Authorizing By-Laws and Resolutions

### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



**EXHIBIT I - SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS  
AND PREVAILING WAGE REQUIREMENTS**

To (Contractor):

Date: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

1. The undersigned, having executed a Contract with \_\_\_\_\_  
(Contractor)  
\_\_\_\_\_ for \_\_\_\_\_ (Nature of work)  
\_\_\_\_\_ in the amount of \$ \_\_\_\_\_

in the construction of the above-identified project, certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid Contract.
  - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)],
  - (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any the aforesaid regulatory or statutory provisions.
2. He agrees to obtain and forward to the Contractor, for transmittal to the recipient, within ten (10) days after the execution of any lower subcontract a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.
3. The workmen will report for duty on or above \_\_\_\_\_ (date)



4. He certifies that:

(a) the legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

- \_\_\_\_\_ Sole
- \_\_\_\_\_ Proprietorship
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Corporation
- \_\_\_\_\_ Other Organization (Describe)

(c) The Name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUBCONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**EXHIBIT J**

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

**OCPO ONLY:**

- ☐ Disqualification  
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Date:
Total Bid or Proposal Amount:	Contract Title:
Contractor:	Subcontractor/Supplier/ Subconsultant to be added or substitute:
Authorized Contact for Contractor:	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor):	Email Address (Subcontractor):
Company Address (Contractor):	Company Address (Subcontractor):
City, State and Zip (Contractor):	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor)	Telephone and Fax (Subcontractor)
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor

Name

Title

Prime Contractor Signature

Date



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## **EXHIBIT K**

### **OFFICE OF THE COOK COUNTY COMPTROLLER** **ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

## **FOR INFORMATION PURPOSES ONLY**

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").**  
**If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.**

#### **DESCRIPTION**

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

#### **1. Dedicated Credit Card – "PULL" Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

#### **2. One-Time Use Credit Card – "SUGA" Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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**EXHIBIT L - DBE FORMS**

(DBE Forms are included on the following pages)



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### DBE Utilization Plan

Have the DBE Project Specific Goals been met as stated in the bid documents?

\_\_\_\_\_ Yes \_\_\_\_\_ No. If no, attach documentation of the Bidder's Good Faith Efforts made to achieve DBE participation for each Goal not met.

### Disclosure of DBE Participation (Please duplicate as needed)

Name of DBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Name of DBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_



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**Disclosure of Other Non-Certified Subcontractors/Suppliers**  
(Please duplicate as needed)

Name of non-certified Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Reason DBE was not used: \_\_\_\_\_

Name of non-certified Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Reason DBE was not used: \_\_\_\_\_

Name of non-certified Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Reason DBE was not used: \_\_\_\_\_



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### DBE GOOD FAITH EFFORTS CHECKLIST

This Checklist must be submitted with the Bid if the Project Specific DBE Goal was not fully achieved. Attach the Log of Contacts and additional sheets as necessary and other documentation to support Good Faith Efforts. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain DBE participation in addition to the items listed below, attach a detailed written explanation.

#### CHECKED BY BIDDER IF COMPLETED

- \_\_\_\_\_ Identified portions of the project work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the Bidder could perform those scopes with its own forces.
- \_\_\_\_\_ Solicited through reasonable and available means (e.g., written notices, advertisements) DBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- \_\_\_\_\_ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.
- \_\_\_\_\_ Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.
- \_\_\_\_\_ Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- \_\_\_\_\_ Utilized resources available to identify available DBEs, including but not limited to, the Cook County Office of Contract Compliance, DBE assistance groups, local, state and federal, and other organizations that provide assistance in the recruitment and placement of DBEs.



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**Good Faith Efforts Contacts Log for Soliciting  
DBE Subcontractor or Supplier Participation  
(Please duplicate as needed)**

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of subconsultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with which the Vendor reached an agreement to participate on this project, as shown on Section II of this document.)

Name of DBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contact: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

Name of DBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contact: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

Name of DBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contact: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_



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**DBE LETTER OF INTENT - FORM 2**

M/WBE Firm: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Ethnicity: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bid/Proposal/Contract #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

FEIN #: \_\_\_\_\_

Email: \_\_\_\_\_

Participation:     ☐ Direct             ☐ Indirect

Will the DBE firm be subcontracting any of the goods or services of this contract to another firm?

☐ No    ☐ Yes – Please attach explanation.    Proposed Subcontractor(s): \_\_\_\_\_

The undersigned DBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe DBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

\_\_\_\_\_  
\_\_\_\_\_

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a DBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

\_\_\_\_\_  
Signature (DBE)

\_\_\_\_\_  
Signature (Prime Bidder/Proposer)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_  
SEAL

Notary Public \_\_\_\_\_  
SEAL





# DBE Participation Statement

## (1) Policy

It is public policy that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

## (2) Obligation

The contractor agrees to ensure that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

## (3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route \_\_\_\_\_

Total Bid \_\_\_\_\_

Section \_\_\_\_\_

Contract DBE Goal \_\_\_\_\_  
(Percent) (Dollar Amount)

Project \_\_\_\_\_

County \_\_\_\_\_

Letting Date \_\_\_\_\_

Contract No. \_\_\_\_\_

Letting Item No. \_\_\_\_\_

## (4) Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company: (check one)

- ☐ Meets or exceeds contract award goals and has provided documented participation as follows:

Disadvantaged Business Participation \_\_\_\_\_ percent

- ☐ Attached are the signed participation statements required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation \_\_\_\_\_ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Company \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision. Please include this Special Provision in the bid.

Cook County  
118 N. Clark Street  
Chicago, Illinois 60602

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form derives from IDOT SBE 2025 form.



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**CONTRACTOR'S UTILITY SHUT DOWN REQUEST**

THE REQUESTOR IS TO BE THE CONTRACTOR FOR THE PROJECT. THE REQUESTOR MUST PROVIDE ALL INFORMATION INDICATED ON THE FORM. INCOMPLETE FORMS WILL BE RETURNED.

PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_  
 TO: \_\_\_\_\_  
 FROM: \_\_\_\_\_  
 REQUESTOR OF SHUTDOWN

1. THE CONTRACTOR FOR THE ABOVE REFERENCED PROJECT IS REQUESTING THE FOLLOWING UTILITY SHUTDOWN:

UTILITY: \_\_\_\_\_

2. FOR WORK THAT WILL TAKE PLACE IN/AT THE FOLLOWING LOCATION:

BLDG: \_\_\_\_\_ FLR: \_\_\_\_\_ LOCATION: \_\_\_\_\_

3. THE PURPOSE OF THIS SHUTDOWN IS TO:

REPAIR \_\_\_\_\_ REPLACE \_\_\_\_\_ REMOVE \_\_\_\_\_ INSTALL \_\_\_\_\_ MODIFY \_\_\_\_\_ OR \_\_\_\_\_

4. THE ITEM/S NOTED BELOW AS RELATES TO THE CONTRACT FOR THE WORK:

\_\_\_\_\_  
 \_\_\_\_\_

5. THE ESTIMATED DURATION OF THE SHUTDOWN IS: \_\_\_\_\_ HOURS





6. THE DATE/S & TIME/S REQUESTED FOR THE SHUT DOWN ARE AS FOLLOWS:

FROM:			TO:		
DAY	DATE	TIME	DAY	DATE	TIME
DAY	DATE	TIME	DAY	DATE	TIME

7. THIS SHUTDOWN WILL REQUIRE COORDINATION WITH THE FOLLOWING COOK COUNTY TRADES:

1. \_\_\_\_\_ 3. \_\_\_\_\_  
 2. \_\_\_\_\_ 4. \_\_\_\_\_

COUNTY APPROVALS:

	_____ SIGNATURE	_____ DATE		_____ SIGNATURE	_____ DATE
	_____ TITLE			_____ TITLE	
	_____ SIGNATURE	_____ DATE		_____ SIGNATURE	_____ DATE
	_____ TITLE			_____ TITLE	

CC: \_\_\_\_\_

UTILITY SHUTDOWN REQUEST

PAGE 1 OF 1



## **Department of Facility Management – Locations**

**Dock Hours 8:00 a.m. - 3:00 p.m. M-F**

**Juvenile Court  
2245 W. Ogden  
Chicago, Ill. 60612**

**Juvenile Detention Center  
1100 South Hamilton  
Chicago, Ill. 60612**

**Facilitates Management  
69 West Washington  
Chicago, Ill. 60602**

**Rockwell Warehouse  
2323 South Rockwell  
Chicago, Ill. 606**

**Maywood Court House  
1500 So. Maybrook Dr.  
Maywood, Ill. 60153**

**Criminal Court Admin. Bldg.  
2650 So. California  
Chicago, Ill. 60608**

**Forensic - Morgue  
2121 W. Harrison  
Chicago, Ill. 60612**

**Bridgeview Courthouse  
10220 So. 76<sup>th</sup> Ave.  
Bridgeview, Ill. 60453**

**Cook County Building  
118 North Clark  
Chicago, Ill. 60602**

**Skokie Courthouse  
5600 Old Orchard  
Skokie, Ill 60076**

**Markham Courthouse  
16501 So. Kedzie  
Markham, Ill. 60426**

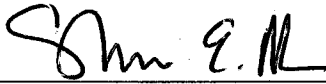
**Hawthorne Warehouse  
4545 W. Cermak  
Chicago, Ill. 60623**

**Domestic Violence  
555 W. Harrison  
Chicago, Ill. 60607**



SECTION 5  
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 1 DAY OF June, 2016

IN THE CASE OF A BID, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1555-14475 EC7

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 5,000,000.00  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

MAY 11 2016

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

5/3/16  
Date





OFFICE OF THE CHIEF PROCUREMENT OFFICER

**SHANNON E. ANDREWS**

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

**TONI PRECKWINKLE**

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**ADDENDUM NO. 1**

**June 19, 2015**

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

MAY 11 2016

**County-wide Job Order Contract**

**for**

**Department of Capital Planning & Policy**

**Contract No. 1555-14475**

To: Interested Vendors of Record

**A. General:**

This addendum revises the above-referenced solicitation. This addendum is issued prior to execution of the contract, forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.

**B. Acknowledgement:**

Acknowledge receipt of this addendum in the space provided on the bid form on the proposal pages. Failure to do so will subject bidder to disqualification.

**C. Attachments:**

The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Insert the attachment(s) in the solicitation document in the correct sequence and location. Revise your response to this solicitation to reflect the modifications per this addendum, as applicable.

- Attachment 1: Book 1 - Revised Page 14A
- Attachment 2: Book 1 - Revised Page 15A
- Attachment 3: Book 1 - Revised Page 20A
- Attachment 4: Book 1 - Revised Page 25A
- Attachment 5: Book 2 - Revised Page 58A
- Attachment 6: Pre-bid meeting sign in sheets (12 pages total), June 2, 2015 and June 4, 2015

**D. Changes:**

1. Change #1 - Replace Page 14 of Book 1 Solicitation Package with Attachment 1, Revised Page 14A. CI-11 Eligibility, A and B has been revised.
2. Change #2 - Replace Page 15 of Book 1 Solicitation Package with Attachment 1, Revised Page 15A. CI-11 Eligibility, E has been revised.
3. Change #3 - Replace Page 20 of Book 1 Solicitation Package with Attachment 2, Revised Page 20A. IB-12 Performance and Payment Bond, amounts revised.
4. Change #4 - Replace Page 25 of Book 1 Solicitation Package with Attachment 3, Revised Page 25A. IB-32 - Coalition of Unionized Public Employees clause added.
5. Change #5 - Replace Page 58 of Book 2 Solicitation Package with Attachment 4, Revised Page 58A. Small Business Enterprises Construction Initiative, A. Definitions, Revised #5.c and added definition #6 - County Marketplace.



**E. Responses to Questions:**

1. **Question:** Instructions to Bidders IB-02 requires three (3) bound copies of the bid. Please clarify how the bid should be bound (ex; Three ring binder or just stapled).

**Answer:** Copies of the bid can be stapled or binder clipped.

2. **Question:** On the Familial Relationship Disclosure Form, paragraph B requires "The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County". Please provide the information that is required to be included on this form.

**Answer:** The Cook County employee, Danuta Rusin, Senior Contract Negotiator, phone number (312) 603-5370.

3. **Question:** In the Familial Relationship Disclosure Form, paragraph B requires "The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County". Please provide the information that is required to be included on this form.

**Answer:** The Department of Capital Planning & Policy, phone number (312) 603-0300.

4. **Question:** On the Responsible Bidder Requirement form it indicates "Types of work or craft work that will be subcontracted shall be included and listed as subcontract work". Since we do not know at this point in time what work will be required, does this subcontracted work on this form get listed for each work order issued, or is it required to list trades for this bid proposal?

**Answer:** Submit this form with your bid. Provide list of subcontractors that will be encountered.

5. **Question:** Please confirm statements made in Section CI-11 Eligibility (Page 14). Item A states that "If submitting as a Joint Venture, all firms involved with the Joint Venture must have a current mechanical license."

**Answer:** Refer to Attachment 1 and Attachment 2 regarding revised language for CI-11 Eligibility.

6. **Question:** Please advise what, if anything is to be submitted for MBE/WBE/DBE/SBE PARTICIPATION PLAN (Section 6 - Page 162). During the pre-bid, it was stated that only a certification was required not a plan. Please clarify.

**Answer:** Submit the MBE/WBE/DBE/SBE Commitment Form with your bid. The MBE/WBE/DBE/SBE Participation Plan does not need to be submitted with the bid, the Participation Plan is submitted when work is assigned during the contract.

7. **Question:** Please clarify VETERAN'S PREFERENCE FOR VBE AND SDVBE (Section 6 Page 172). The first sentence states that, "CPO shall give a preference of 5% of the amount of the Contract to a responsible and responsive VBE and SDVBE requesting a preference." Please clarify how a 5% preference is given using the Award Criteria identified in this Solicitation.

**Answer:** The 5% preference will be deducted from your aggregate factor for bid amount.

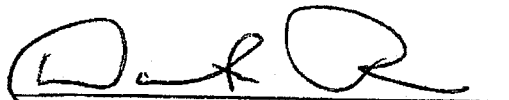
8. **Question:** Where in the Solicitation is SBE defined? We find the AFFIDAVIT OF SMALL BUSINESS STATUS, (Section 6, Page 164), but no definition or requirement to submit documentation of MBE, WBE, DBE, or SBA Certification. Please advise.

**Answer:** SBE is defined in Book 2, Section Three – Disadvantaged Business Enterprise (DBE), Minority and Women Business Enterprise (M/WBE), and Small Business Construction Initiative, page 58. For required documents regarding the SBE Construction Initiative, see Page 60 of Book 2, Section Three, Part Three - C. Required Pre-Award Bid Submittals and D. Required Submittals Prior to the Issuance of a Job Order.



18. Question: Would it be acceptable to have a 500,000 rolling bond?

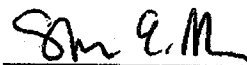
Answer: Refer to Attachment 3.



ORIGINATED BY:

Danuta Rusin

Senior Contract Negotiator



SHANNON E. ANDREWS

CHIEF PROCUREMENT OFFICER



RFP No. 1555-14475 - Addendum No. 1

Page 3

9. Question: I have a questions regarding Bonding for Small Businesses. My company is part of the Bridge Program and they provide bonding if they become part of the team on the buyer. Can Inner City Underwriting be part of the Bonding agency for this project to assist Small Businesses? Or does Cook County have an alternative bonding agency that works with Small Businesses?

Answer: Cook County is currently exploring participating in alternative bonding programs.

10. Question: I have a couple questions regarding the JOC bid. I know that it requires a \$25,000.00 bid deposit can this be submitted in the form of a bid bond and if so in section 6 of the bid forms on the Surety Statement of Qualification for Bonding what should the bonding company put where it says "the full amount of bid/Contract" and "the total dollar amount of the contract" as it will not be a dollar amount?

Answer: The bid deposit amount, \$25,000.00

11. Question: If awarded the contract, how is it bonded is it on each individual job or a large blanket bond for the contract if so how much would the blanket bond be?

Answer: Refer to Attachment 3, revised amounts for IB-12 Performance and Payment Bond.

12. Question: We are only bidding the 1 contract - "General Construction"- 1555-14475-GC in our MBE/WBE/DBE/SBE participation plan do we have to include SBE companies and reference to SBE as it is not a requirement of that particular contract?

Answer: For the General Construction, contract 1555-14475 GC, the SBE goals are not a requirement for this contract.

13. Question: If a prime is a local contractor along with being SDVBE will the prime contractor receive the local 5% preference and the veteran 5% preference for a total of a 10% preference?

Answer: At this time, only one preference applies.

14. Question: Can a prime GC submit on multiple categories? I.e., bid under Solicitation 1555-14475-GC and under 1555-14475-GC-SBE? Additionally, can this prime be part of a joint venture with a SDVBE company?

Answer: Yes, prime GC can bid on multiple categories and be part of a joint venture with a SDVBE company.

15. Question: We are an MBE for electrical work. I would like our company to be considered for both SBE and Prime JOC work. Should we submit 2 proposals?

Answer: Yes, submit a bid for each discipline that your company intends on doing work.

16. Question: Referring to Section 7 –EXHIBITS. Can you please clarify which of the exhibits A thru L do you need returned with proposal? The DOCUMENT SUBMITAL CHECKLIST does not reference them.

Answer: None of the forms that are listed in Section 7 – Exhibits need to be returned with your bid. Forms listed in the exhibits will need to be completed as work is issued during the contract.

17. Question: IB-09 Consideration of Bids (self performance minimum) The contractor shall perform a minimum of 20% of the work with his own forces. Does this include general conditions, overhead and profit? Is this contemplating guys with hammers? Does this also include buying material for the subs?

Answer: Yes, the 20% self performance minimum includes general conditions, overhead and profit and buying material for subs.



## Attachment 1



Cook County

- E. Unbalanced Bid: Bids that the County considers in its sole opinion to be materially unbalanced or not responsible will be rejected.
- F. It is the intention of the County to award the following number of Contracts for each discipline:

<i>Discipline</i>	<i>Proposed # of Awards</i>	<i>Proposed # of SBE Awards</i>
<i>General Construction</i>	<i>(4) Contracts</i>	<i>(2) Contracts</i>
<i>Mechanical Construction</i>	<i>(2) Contracts</i>	<i>(1) Contract</i>
<i>Electrical Construction</i>	<i>(2) Contracts</i>	<i>(1) Contract</i>
<i>Highway / Site Work</i>	<i>(2) Contracts</i>	<i>(1) Contract</i>
<i>Demolition</i>	<i>(2) Contracts</i>	<i>(1) Contract</i>
<i>Residential Construction</i>	<i>(1) Contract</i>	<i>(1) Contract</i>

**CI-10 ASSIGNMENT OF WORK**

- A. If multiple contracts are entered into, the assignment of the work for each discipline is at the discretion of the County. However the County intends to assign work, within each set of disciplines, as equal as possible among the awarded Contracts taking into account the Contractor's bid and the performance of the Contractor in accordance with the Standards of Performance set forth in Book 2, JOC General Conditions.

**CI-11 ELIGIBILITY**

- A. Bidders submitting a Bid for the Mechanical Construction Contract (1555-14475-MC) must have a current Mechanical License, and provide such with the Bid. If submitting as a Joint Venture, all firms the designated signatory partner involved with the Joint Venture must have a current mechanical license.
- B. Bidders submitting a Bid for the Electrical Construction Contract (1555-14475-EC ) must have a current Electrical License , and provide such with the Bid. If submitting as a Joint Venture, all firms the designated signatory partner involved with the Joint Venture must have a current electrical license.
- C. Bidders submitting a Bid for the Highway / Site Work Contract (1555-14475-SW) must be prequalified with the Illinois Department of Transportation (IDOT) for the category of Work to be performed. Information on prequalification can be found at IDOT's website <http://dot.state.il.us/> in the FAQ section. The Bidder shall submit a certified copy of a "Certificate of Eligibility" issued by the Department of Transportation.
- D. Bidders submitting a Bid for the Highway / Site Work Contract (1555-14475-SW) must submit with its Bid a sworn Affidavit of Availability showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work in the bid. The bidder should file two (2) copies of same with IDOT's District office. The Affidavit of Availability can be found at IDOT's website <http://dot.state.il.us/>.



## Attachment 2



E. Bidders submitting a Bid for the Small Business Contracts must be Small Business Enterprise in accordance with the requirements set forth in these Contract Documents.

For Solicitation # 1555-14475-MC-SBE if submitting as a Joint Venture, the designated signatory partner for the joint venture must be SBE, but do not need to be a license holder for the joint venture.

For Solicitation # 1555-14475-EC-SBE if submitting as a Joint Venture, the designated signatory partner for the joint venture must be SBE, but do not need to be a license holder for the joint venture.

## CI-12 WAGE RATES

A. **Prevailing Wage Rates:** Not less than the prevailing rate of wages as determined by the

Illinois Department of Labor shall be paid to all trades performing work under this Contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are in Section Four. One resource for determining the current prevailing wage rate is the Internet site <http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/april/COOK9999.htm> maintained by the State of Illinois Department of labor.

1. In the performance of the Work, however, the Contractor shall be fully responsible for the paying the prevailing hourly rate of wages in effect, as determined by the Illinois Department of Labor, at the time the Work is performed. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to the completion of the Work, the revised rate shall apply to that Work from the effective date of such revision. Any anticipated increase due to the revision of the prevailing wage rates during the course of the Contract must be taken into account by the bidder considering the posted unit prices in Book 4 and the anticipated CCI adjustment to the Adjustment Factors.

B. **Davis Bacon Wage Rates:** For Job Orders funded in part or whole with federal money, not

less than the Davis Bacon wages as determined by the United States Department of Labor shall be paid to all trades performing work under this Contract. Davis Bacon wage rates in effect at the time of issuance of these Contract Documents are in Section Four. One resource for determining the current prevailing wage rate is the Internet site <http://www.wdol.gov/dba.aspx> maintained by the State of Illinois Department of labor.

1. In the performance of the Work, however, the Contractor shall be fully responsible for the paying the Davis Bacon rate of wages in effect, as determined by the United States Department of Labor, at the time the Work is performed. If the United States Department of Labor revises the Davis Bacon rate of hourly wages to be paid for the Work prior to the completion of the Work, the revised rate shall apply to that Work from the effective date of such revision. Any anticipated increase due to the revision of the Davis Bacon wage rates during the course of the Contract must be taken into account by the bidder considering the posted unit prices in Book 4 and the anticipated CCI adjustment to the Adjustment Factors.

## CI-13 OFFICE

- A. To provide timely and effective service to the County, the awarded Contractors are required to provide, prior to the award of the Contract, the address of the office from which this Contract will be serviced. Ideally, the office will be within the County of Cook. Prior to the award of the Contract the County reserves the right to visit the proposed office to determine that it is a full time fully staffed office.



## Attachment 3



Cook County

The Chief Procurement Officer shall notify the successful bidders award of the Contract. Within fourteen (14) days of receipt of a Notice of Award, the successful bidders shall deliver to the Chief Procurement Officer, a Performance and Payment Bond in the amount set forth in these Contract Documents, all Certificates of Insurance and County's Protective Policies where required, and any other documents required herein.

**IB-11 COMPETENCY OF BIDDER**

No bid will be considered from or a Contract awarded to any Bidder that is in arrears or is in default to the County of Cook upon any debt or Contract, or that is a defaulter, as surety or otherwise upon any obligation to said County, or has failed to perform faithfully any previous Contract with the County.

No Bidder will be awarded a Contract unless that Bidder has submitted the Certifications as required in the Execution Forms herein provided.

**IB-12 PERFORMANCE AND PAYMENT BOND**

As set forth in these Contract Documents, a successful Bidder shall furnish a Performance and Payment Bond in the amounts stated below on the County Form, a specimen of which is provided herein. The Surety Issuing the Performance and Payment Bond must have a general rating of "A" or greater and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide- Property and Casualty.

<i>Discipline</i>	<i>Annual Amount of Performance and Payment Bond</i>	<i>Amount of Performance and Payment Bond on SBE Contracts</i>
<i>General Construction</i>	<del>\$2,500,000</del> *\$1,750,000	<del>\$1,500,000</del> *\$750,000
<i>Mechanical Construction</i>	<del>\$2,500,000</del> *\$1,750,000	<del>\$1,000,000</del> *\$500,000
<i>Electrical Construction</i>	<del>\$2,500,000</del> *\$1,250,000	<del>\$1,000,000</del> *\$500,000
<i>Highway / Site Work</i>	<del>\$2,000,000</del> *\$1,000,000	<del>\$750,000</del> *\$375,000
<i>Demolition</i>	<del>\$5,000,000</del> *\$2,500,000	<del>\$750,000</del> *\$375,000
<i>Residential Construction</i>	\$0	\$0

- \* In the event the parties agree to exercise a Renewal Term, or the cumulative amount of work issued exceeds the bond(s) submitted, the Contractor shall deliver new Payment and Performance bonds in increments for the amounts specified in the above table.

**IB-13 FAILURE TO FURNISH BOND**

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after acceptance of the Bidder's bid by the County, then the County may elect to retain the Bid Deposit of the Bidder as liquidated damages and not as a penalty and the Contract award shall be canceled. The parties agree that the sum of the Bid Deposit is a fair estimate of the amount of damages that Cook County will sustain due to the Bidder's failure to furnish the Bond and the cancellation of the Contract award.



## Attachment 4



**IB-28 LOCAL BUSINESS PREFERENCE COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 6, SECTION 34-230.**

The Chief Procurement Officer shall, in the purchase of all supplies and services funded with County dollars by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest Award Criteria Figure or lowest evaluated Award Criteria Figure from a responsive and responsible non-local business by more than five percent (5%).

"Local Business" shall mean a person, including a foreign corporation authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when a Bid is submitted to the County and further which employs the majority of its regular, full time work force within Cook County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid Proposal submittal, have such a bona fide establishment within the County.

**IB-29 RE-ENTRY EMPLOYMENT EARNED CREDITS**

In accordance with Section 34-231 through Section 34-235 of the Cook County Procurement Code, for all Public Works Contracts, with an estimated Bid Price of \$100,000 or more, the Bidder shall be permitted but is not required, to submit an employment plan of Former Offenders with its Bid Proposal in order to receive an earned credit for future Public Works Contracts. The Employment Plan shall be approved by the CPO and, if required, the Cook County Re-entry Employment Committee. Upon the completion of a qualifying contract and the Bidder presenting satisfactory information and documentation to the CPO, the CPO shall provide the Bidder with an Earned Credit Certificate, which shall be valid for three years from the date of issuance. The Bidder shall receive an earned credit of ½% of the Bid Price for future Public Works Contracts, if 5-10% of the percentage of Total Labor Hours are performed by Former Offenders, and an earned credit of 1% of the Bid Price for future Public Works Contracts, if the more than 10% of the percentage of Total Labor Hours are performed by Former Offenders. For purposes of this provision, "Former Offenders" shall mean adults who are residents of the County and who have been convicted of a crime. "Labor hours" shall mean the total hours of workers receiving an hourly Wage who are directly employed at the work site. It shall include hours performed by workers employed by the contractor and all subcontractors working at the site. "Labor hours" shall not include hours worked by nonworking former, superintendents, owners and workers who are not subject to prevailing wage requirements.

**IB-30 ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS CONTRACT**

In accordance with Section 34-236 (a) of the Cook County Procurement Code, for all Public Works Contracts, the CPO shall give a preference of one percent of the amount of the Contract to a Responsible and Responsive Bidder for a Public Works Contract when such Bidder has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract.

**IB-31 ELIGIBLE BID PREFERENCE FOR VBES AND SDVBES**

In accordance with Section 34-236 (b) of the Cook County Procurement Code, the CPO shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veteran owned Business Enterprises ("VBES") or Service Disabled Veteran owned Business Enterprises ("SDVBE") certified by the Contract Compliance Director ("CCD"), or by any other entity approved by the CCD.

**IB-32 COALITION OF UNIONIZED PUBLIC EMPLOYEES**

The Cook County Board of Commissioners has entered into an Agreement with the Coalition of Unionized Public Employees ("COUPE"). To the extent permitted by law, in the event the County either directly or indirectly through a contractor or construction manager, undertakes construction work within the trade jurisdiction of a member of COUPE, each affected coalition union shall receive fourteen (14) days written notice prior to the County's undertaking, except in the case of emergency, the County shall perform or require the performance of such work by a person, firm, or company signatory or willing to become signatory for purposes of that County project to an existing labor agreement with the coalition union or a union with the appropriate trade jurisdiction located in County of Cook.

**END OF SECTION**



## SMALL BUSINESS ENTERPRISES CONSTRUCTION INITIATIVE

### A Definitions

1. "Area of Specialty" means the description of an SBE firm's business which has been determined by the Cook County, or which the SBE has affirmed, by an Affidavit of Small Business Status, to be most reflective of the SBE firm's claimed specialty or expertise. Areas of Specialty are identified by the North American Industry Classification System ("NAICS") codes which are listed in the SBA Small Business Size Standards in 13 C.F.R. Part 121. See [http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title13/13cfr121\\_main\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title13/13cfr121_main_02.tpl)

**NOTICE:** The County of Cook does not make any representation concerning the ability of any SBE to perform work within its Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of SBEs to satisfactorily perform the work proposed.

2. "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.
3. "Local Business Enterprise" means a business entity located within the County of Cook (the "County"), which has the majority of its regular, full time work force located within the County Marketplace.
4. "Small Business Enterprise" means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 C.F.R. Part 121, relevant to the scope(s) of work the firm seeks to perform on city contracts. A firm is not an eligible small business enterprise in any fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, or its number of employees, per pay period averaged over the past twelve months, exceed the size standards of 13 C.F.R. Part 121.
5. "Small Local Business Enterprise," or "SBE" means a business that is a Small Business Enterprise and a Local Business Enterprise. Because certified Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs), by definition in Section 34-121 of the County Code, must also be small local business enterprises in order to be certified as MBEs or WBEs, they are presumed to meet the definition. In making a determination whether a non-certified business meets that definition, the County will consider, among other factors, whether the business:
  - a. Has been in business for at least one (1) year;
  - b. Is independent, and not an affiliate or subsidiary of any other business;
  - c. Has gross receipts, averaged over the firm's previous five fiscal years, or number of employees, per pay period averaged over the past twelve months, that do not exceed the size standards set forth in 13C.F.R. Part 121;5. Has its principal place of business and the majority of its full time, regular full-time work force located in **County's Marketplace**, as evidenced by location of their employment as reported to federal and state taxing authorities.
6. **"County Marketplace" means the six-county region, currently the Counties of Cook, DuPage, Kane, Lake, McHenry and Will.**

### B Policy and Goals

1. This Article GC-54 of Book 2 applies only to the County's Job Order Contract(s) for the Small Business General Construction. The language does not apply to any other County contract.
2. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and subcontracts and to eliminate arbitrary barriers for participation, as both Contractors and Subcontractors or Suppliers, in such contracts by Small Local Business Enterprises (SBEs), Minority-Owned Business Enterprises (MBEs) and Women-



## Attachment 5



## Attachment 6



Pre-Bid Mtg. Sign-In Sheet – June 2, 2015  
James R. Thompson Center, 100 W. Randolph Assembly Hall at 10:00 AM  
Contract #1555-14475 – County-wide Job Order Contract

Christian McNamee, LEED AP BD+C  
Vice President  
Director of Special Projects

**Wright**

**ALL DRY**  
CONSTRUCTION

GENERAL  
CONTRACTING  
CONSTRUCTION  
MANAGEMENT

Christopher J. Salomon  
Project Manager/Estimator

Voice: 630-655-9567 Ext 101  
Fax: 630-655-9597

Cell: 708-423-4047  
csalomon@alldry.com

145 Toland Drive, Suite 7, Burr Ridge, Illinois 60521

Anthony P. Izzi  
General Contractor, LLC

7700 N. Cicero Ave.  
Chicago, IL 60631  
773-441-1225  
anthony@antoniopizzi.com  
www.antoniopizzi.com

F.H. Fischer, S.N. Nielsen General Contractors  
2515 N. East River Road Chicago, IL 60640

**SAFEWAY**  
CONSTRUCTION

**ANTIGUA**  
CONSTRUCTION, INC.

www.antiguaconstruction.com

DBE, MBE/WBE, CMS, Cook County,  
GSA Registered

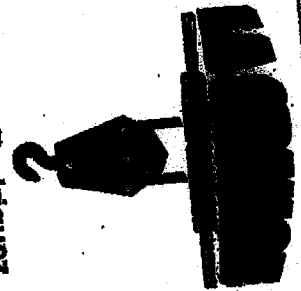
Edith De La Cruz  
President

626 N. LaSalle St. Ste. 300 F  
Chicago, IL 60654

O: 312-273-4877  
F: 312-887-8183  
C: 708-439-1174

edelacruz@antiguac.com

John Rodriguez  
Project Manager  
6180 River Rd  
Hodgkins, IL 60525  
Office: 708-364-3510  
Cell: 708-491-0696  
Fax: 708-364-4221  
jrodriguez@lagrangecrane.com  
www.lagrangecrane.com  
Certified WB/DBE/FBE



F.H. Fischer, S.N. Nielsen General Contractors  
2501 N.W. 10th Street Suite 200 Miami, FL 33136

Sondra Muhammad  
President

email: staratcrest@gmail.com

(773) 269-1587



**Pre-Bid Mtg. Sign-in Sheet – June 2, 2015**  
**James R. Thompson Center, 100 W. Randolph Assembly Hall at 10:00 AM**  
**Contract #1555-14475 – County-wide Job Order Contract**

16420 S. Kilbourn Ave  
Oak Forest, IL 60452

P 708.535.3600  
F 708.535.6655



**S Mechanical, Inc.**  
HVAC Construction & Service

**David Amacher**  
Sales Engineer / Project Manager

C 815.666.8440  
damacher@smmechanical.com

**mdb**

Master Design Build  
A Service Disabled  
Veteran Owned Small Business  
(SDVOSB)

**Javier Delatorre, SSgt. USMC**  
President

4706 N. Ravenswood Avenue  
Chicago, IL 60640

Ph: (224) 265 0088

Fax: (224) 603 9000

Javier@masterdesignbuild.com

**Don Davidson**  
Managing Partner  
f2b4risk@gmail.com

Oak Park, IL 60304  
(877) 411-2268



**T2B Consulting**  
Every Block Matters

**CHRIS WALES**

Pacific Construction Services, Inc.  
4700 north ravenswood - suite b  
chicago - illinois 60640

773.290.1597

773.339.0646

773.290.1584

chris.wales@pcschicago.com



**PATH**  
Construction Company

**Aaron Darroch**  
Assistant Project Manager

Path Construction Company  
3550 W. Salt Creek Lane, Suite 116  
Arlington Heights, IL 60005

Cell: 847-997-4584

Office: 847-398-7100

Fax: 847-398-7101

E-mail: adarroch@pathcc.com

LEED GREEN BUILDERS

karla@powersandsons.com

**Kelly Powers Barla**  
Director of Business Development

P: (773) 536-3100  
F: (773) 536-3102  
C: (312) 244-0529

5040 S. State Street  
Chicago, Illinois 60609



**Leo J. Wright**  
Vice President

A: 773-444-8474

F: 773-714-0957

lwright@fnpconstruction.com

www.fnpconstruction.com

**F.H. Paschen, S.N. Nielsen | General Contractors**  
5515 N. Lake River Road | Chicago, IL 60656



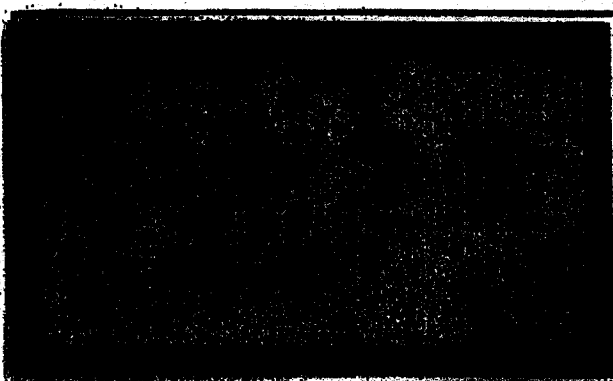
**K.R. Miller Construction**

**Mike Cwieka**  
Vice President

312 N. May St., Suite 110, Chicago, IL 60607 • 1624 Colonial Plaza, Inverness, IL 60067  
Phone: 312-432-1070 • Cell: 847-561-0966 • Fax: 312-432-1071  
mike-frm@rbglobal.net • www.krmiller.com



**Pre-Bid Mtg. Sign-In Sheet – June 2, 2015**  
**James R. Thompson Center, 100 W. Randolph Assembly Hall at 10:00 AM**  
**Contract #1555-14475 – County-wide Job Order Contract**



**ARS**  
**CONTRACTING**  
*Certified Riggers & Machinery Movers*

**MIKE STOTSKY**

Office: 800.358.8444  
 Fax: 630.898.9241  
 Mobile: 630.675.0668  
 Email: sales@arscontracting.com

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 Operations/Warehouse  
 3333 Mt. Prospect Rd.  
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**Michael Tynanillo**  
 Executive Vice President  
 Business Development  
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 630.221.1866 (fax)  
 630.441.2095 (cell)  
 mtyanillo@opcon-inc.com  
 www.opcon-inc.com

**Concrete Group, Inc.**  
 1111 W. 19th Street  
 Chicago, IL 60618  
 773.442.1111  
 773.442.1112  
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 773.442.1199  
 773.442.1200



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 www.ovcchicago.com

**John Tiedell**  
 SENIOR PROJECT MANAGER  
 Office: 773.821.9900  
 Fax: 773.821.9911  
 Mobile: 773.617.0581  
 john.t@ovcchicago.com  
 10842 S. Halsted St.  
 Chicago, IL 60628





Pre-Bid Mtg. Sign-In Sheet - June 2, 2015  
James R. Thompson Center, 100 W. Randolph Assembly Hall at 10:00 AM  
Contract #1555-14475 - County-wide Job Order Contract



OFFICE: (312) 603-5574  
FAX: (312) 603-4547  
sergio.silva@cookcountyll.gov

**SERGIO SILVA**  
CONTRACT COMPLIANCE OFFICER  
CONTRACT COMPLIANCE  
COOK COUNTY GOVERNMENT

COOK COUNTY BUILDING  
ROOM 1020

118 N. CLARK STREET  
CHICAGO, IL 60602



**Oscar Navarrete**  
Project Coordinator

onavarrete@haciaworks.org  
www.haciaworks.org

Hispanic American Construction Industry Association

650 W. Lake Street - Suite 415 - Chicago, IL 60661  
(312) 575-0389 FAX (312) 575-0544

**Joseph McEvoy**  
Project Manager  
Construction



**MCDONAGH**

16420 S. Kilbourn Ave  
Oak Forest, IL 60452

P 708.535.3600  
F 708.535.6655



**S Mechanical, Inc.**  
HVAC Construction & Service

**Brad Feldmeier**  
Project Consultant

Cell: 708.243.1934  
bfeldmeier@smmechanical.com



**Jorge A. Sanchez**  
Project Coordinator

jsanchez@haciaworks.org  
www.haciaworks.org

HACIA Scholarship Foundation

650 W. Lake Street - Suite 415 - Chicago, IL 60661  
(312) 575-0389 FAX (312) 575-0544



**Pre-Bid Mtg. Sign-In Sheet - June 2, 2015**  
**James R. Thompson Center, 100 W. Randolph Assembly Hall at 10:00 AM**  
**Contract #1555-14475 - County-wide Job Order Contract**

**PLATA CORPORATION**  
 3100 West Belmont Avenue  
 Suite 100  
 Chicago, IL 60618  
 o: (773) 478-8680  
 f: (773) 478-8650  
 Douglas Mota  
 President  
 dmota@platacorp.com  
 General Contracting • Construction Management • Design-Build

**EnviroControl**  
 1500 N. Dearborn Street  
 Suite 100  
 Chicago, IL 60642  
 Dana Vukobratovic  
 President  
 dvukobr@envirocontrol.com

**Leopardo**  
 CONSTRUCTION  
 DESIGN - BUILD  
 DEVELOPMENT  
 Peter G. Oldendorf  
 Project Manager  
 333 W. Wacker Drive, Ste. 250  
 Chicago, Illinois 60606  
 Direct: 312.298.1252  
 Fax: 312.298.1253  
 Cell: 224.279.7367  
 pgoldendorf@leopardo.com

**MBE**  
**Mark S. Kadziela**  
**FLOORING + WINDOW TREAT**  
 markkadziela@gmail.com 773-802-0750  
**BATHROOM FIX**

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 Earl I. Manning Jr.  
 Program Director  
 PMCM Division  
 ARCADIS U.S., Inc.  
 120 South LaSalle Street, Suite 1350  
 Chicago, IL 60603 USA  
 D. 312 229 5484 M. 808 989 3361  
 www.arcadis-us.com earl.manning@arcadis-us.com

**Pagoda Electric & Construction Inc.**  
 1785 Cornell Road • Rosemont, IL 60018  
**Corporate, Commercial & Industrial**  
 MBE • DBE • SBA 8(a)  
 Dr. Shorty Mills, PhD  
 President  
 shortmills@gmail.com  
 Phone: 708-263-9540  
 Fax: 708-647-6368  
 smills@pagodaelectric.com

**SYNNOV GROUP, INC**  
 Excellence in Project Controls  
 Melissa Angelucci  
 Vice President  
 Melissa.Angelucci@synnovgroup.com  
 www.synnovgroup.com  
 (773) 294-4941  
 1839 Club Drive  
 Glendale Heights, IL 60139

**HACIA**  
 Cirse Maria Ruiz  
 Project Manager  
 cruiz@haciaworks.org  
 www.haciaworks.org  
**HACIA Scholarship Foundation**  
 650 W. Lake Street - Suite 415 - Chicago, IL 60661  
 (312) 575-0389 FAX (312) 575-0544



Pre-Bid Mtg. Sign-In Sheet – June 2, 2015  
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Circe Maria Ruiz  
Project Manager  
cruiz@haciaworks.org  
www.haciaworks.org

HACIA Scholarship Foundation

650 W. Lake Street - Suite 415 - Chicago, IL 60661  
(312) 675-0389 FAX (312) 675-0544



**SYNNOV GROUP, INC**  
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Asha Singh, CEP, LEED AP  
President  
asha.singh@synnovgroup.com  
www.synnovgroup.com

(630) 532-2546  
118 South Clinton Street  
Suite 350  
Chicago, IL 60661

{Business Card}

M.E.P. Infrastructure Solutions, Incorporated  
MBE/DBE

Paulo C. Hernandez, PE, REP, LEED AP BD+C  
Principal

180 North Stetson Avenue, Suite 1500  
Prudential Plaza Two, Chicago, IL 60601  
O: 312.279.1185 Ext. 303 M: 773.415.2174 F: 312.279.1186  
E: phernandez@mepisinc.com www.mepisinc.com

{Business Card}

**Outlook**  
Design & Construction, Inc.

Barry Jones  
Vice President

Phone: 312.962.3298  
Email: ljones@outlookdci.com

Fax: 312.962.3282  
www.outlookdci.com

47 West Polk Street, #205, Chicago, IL 60605

{Business Card}



## Attachment 2



Cook County

SENT ELECTRONICALLY TO THOSE WHO HAVE REGISTERED. ANNOUNCEMENTS OR INFORMATION ABOUT THE BID CAN BE ALSO BE DOWNLOADED FROM THE WEBSITE.

COOK COUNTY IS AN EQUAL OPPORTUNITY PURCHASER. SMALL BUSINNES ENTERPRISES, MINORITY OR WOMEN OWNED BUSINESS ENTERPRISES (M/WBE), AND/OR DISADVANTAGED BUSINESS ENTERPRISES (DBE) ARE ENCOURAGED TO SUBMIT BID PROPOSALS. THE COUNTY HAS SET CONTRACT SPECIFIC GOALS BASED ON THE SCOPE OF WORK FOR THE PARTICULAR CONTRACT. INQUIRIES REGARDING THE M/WBE PROGRAM OR PARTICIPATION IN THESE CONTRACTS SHOULD BE DIRECTED TO THE OFFICE OF CONTRACT COMPLIANCE AT (312) 603-5502.

**TWO (2) PRE-BID CONFERENCES** WILL BE HELD FOR THIS SOLICITATION. THE FIRST PRE-BID CONFERENCE WILL BE ON **TUESDAY, JUNE 2, 2015 AT 10:00 A.M. CST** AT THE JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH STREET, CHICAGO, ILLINOIS 60601, ASSEMBLY HALL (LOCATED IN THE LOWER LEVEL ADJACENT TO THE FOOD COURT). THE SECOND PRE-BID CONFERENCE WILL BE ON **THURSDAY, JUNE 4, 2015 AT 10:00 A.M. CST** AT BROOKFIELD ZOO, 3300 GOLF ROAD, BROOKFIELD, IL 60513. DRIVING DIRECTIONS TO THE SOUTH PARKING LOT ARE PROVIDED BELOW.

BROOKFIELD ZOO IS LOCATED AT 1ST AVENUE AND 31ST STREET IN BROOKFIELD, ILLINOIS, APPROXIMATELY 14 MILES WEST OF DOWNTOWN CHICAGO. FOR INFORMATION CALL 708-688-8341.

FROM CHICAGO, THE ZOO IS ACCESSIBLE FROM THE EISENHOWER EXPRESSWAY-I-290 WESTBOUND. EXIT AT 1ST AVENUE SOUTH. FROM THE NORTH, TAKE THE TRI-STATE TOLLWAY-I-294 SOUTH, THEN EXIT AT 22ND STREET EAST. TRAVELING FROM THE SOUTH, TAKE THE TRI-STATE TOLLWAY-I-294 NORTH, TO THE STEVENSON EXPRESSWAY-I-55 NORTH TO CHICAGO, THEN EXIT AT 1ST AVENUE NORTH.

WHEN ON 1ST AVENUE FOLLOW THE SIGNS SOUTH TO THE SOUTH ENTRANCE. LOCATED WEST OF FIRST AVENUE ON RIDGEWOOD.

JUST PAST THE RIVERSIDE BROOKFIELD HIGH SCHOOL THE FIRST BLOCK YOU COME TO IS GOLF ROAD MAKE A RIGHT TURN

**ALL QUESTIONS** REGARDING THIS BID **ARE DUE ON THURSDAY, JUNE 11, 2015 NO LATER THAN 3:00 P.M. CST.** EMAIL ALL QUESTIONS TO DANUTA RUSIN, SENIOR CONTRACT NEGOTIATOR (312-603-3948) AT [DANUTA.RUSIN@COOKCOUNTYIL.GOV](mailto:DANUTA.RUSIN@COOKCOUNTYIL.GOV)

**BIDS ARE DUE** AND MUST BE DEPOSITED IN THE BID BOX AT ROOM 1018, COUNTY BUILDING LOCATED AT 118 N. CLARK STREET, CHICAGO, ILLINOIS 60602 **NO LATER THAN 10:00 A.M. CST ON FRIDAY, JUNE 26, 2015**

THE COOK COUNTY BOARD OF COMMISSIONERS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR AWARD CONTRACTS TO MORE THAN ONE BIDDER.

**BY ORDER OF THE BOARD OF COMMISSIONERS OF COOK COUNTY**

**TONI PRECKWINKLE, COOK COUNTY PRESIDENT**

**SHANNON E. ANDREWS, COOK COUNTY CHIEF PROCUREMENT OFFICER**



3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2G

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on ~~TBD~~ **June 15, 2015** in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

**BIDDER NAME:**

\_\_\_\_\_



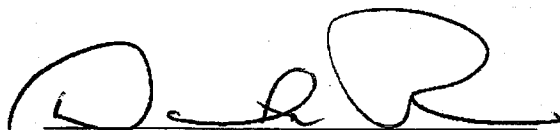
Pre-Bld Mtg. Sign-In Sheet - June 4, 2015  
Brookfield Zoo, Discovery Room at 10:00 AM  
Contract #1555-14475 - County-wide Job Order Contract

<p>Attendee Name: <u>JOSE PAREJA</u> Company Name: <u>STUDIO ARA</u> Company Address: <u>329 W. 18TH ST.</u> <u>CHICAGO, IL 60616</u> <u>SUITE 904A</u> Telephone: <u>312.846.6415</u> Fax: _____ E-Mail: <u>JPAREJA@STUDIOARA.COM</u> Please print clearly</p>	<p>{Business Card}</p>
<p>Attendee Name: _____ Company Name: _____ Company Address: _____ Telephone: _____ Fax: _____ E-Mail: _____ Please print clearly</p>	<p>{Business Card}</p>
<p>Attendee Name: _____ Company Name: _____ Company Address: _____ Telephone: _____ E-Mail: _____ Please print clearly</p>	<p>{Business Card}</p>
<p>Attendee Name: _____ Company Name: _____ Company Address: _____ Telephone: _____ Fax: _____ E-Mail: _____ Please print clearly</p>	<p>{Business Card}</p>



**D. Changes:**

1. Change #1 - Replace Page 2 of Book 1 Solicitation Package with Attachment 1, Revised Page 2A. Bid due date extended from June 26, 2015 to July 10, 2015.
2. Change #2 - Replace Page 79 of Book 1 Solicitation Package with Attachment 2, Revised Page 79A. Bid due date inserted.
3. Change #3 - Replace Page 83 of Book 1 Solicitation Package with Attachment 3, Revised Page 83A. Bid due date inserted.
4. Change #4 - Replace Page 87 of Book 1 Solicitation Package with Attachment 4, Revised Page 87A. Bid due date inserted.
5. Change #5 - Replace Page 91 of Book 1 Solicitation Package with Attachment 5, Revised Page 91A. Bid due date inserted.
6. Change #6 - Replace Page 95 of Book 1 Solicitation Package with Attachment 6, Revised Page 95A. Bid due date inserted.
7. Change #7 - Replace Page 99 of Book 1 Solicitation Package with Attachment 7, Revised Page 99A. Bid due date inserted.
8. Change #8 - Replace Page 103 of Book 1 Solicitation Package with Attachment 8, Revised Page 103A. Bid due date inserted.
9. Change #9 - Replace Page 107 of Book 1 Solicitation Package with Attachment 9, Revised Page 107A. Bid due date inserted.
10. Change #10 - Replace Page 111 of Book 1 Solicitation Package with Attachment 10, Revised Page 111A. Bid due date inserted.
11. Change #11 - Replace Page 115 of Book 1 Solicitation Package with Attachment 11, Revised Page 115A. Bid due date inserted.
12. Change #12 - Replace Page 119 of Book 1 Solicitation Package with Attachment 12, Revised Page 119A. Bid due date inserted.
13. Change #13 - Replace Page 123 of Book 1 Solicitation Package with Attachment 13, Revised Page 123A. Bid due date inserted.



ORIGINATED BY:

Danuta Rusin

Senior Contract Negotiator



SHANNON E. ANDREWS

CHIEF PROCUREMENT OFFICER



## Attachment 1





OFFICE OF THE CHIEF PROCUREMENT OFFICER

**SHANNON E. ANDREWS**

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

## ADDENDUM NO. 2

June 24, 2015

County-wide Job Order Contract

for

Department of Capital Planning & Policy

Contract No. 1555-14475

To: Interested Vendors of Record

### A. General:

This addendum revises the above-referenced solicitation. This addendum is issued prior to execution of the contract, forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.

### B. Acknowledgement:

Acknowledge receipt of this addendum in the space provided on the bid form on the proposal pages. Failure to do so will subject bidder to disqualification.

### C. Attachments:

The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Insert the attachment(s) in the solicitation document in the correct sequence and location. Revise your response to this solicitation to reflect the modifications per this addendum, as applicable.

- Attachment 1: Book 1 - Revised Page 2A
- Attachment 2: Book 1 - Revised Page 79A
- Attachment 3: Book 1 - Revised Page 83A
- Attachment 4: Book 1 - Revised Page 87A
- Attachment 5: Book 1 - Revised Page 91A
- Attachment 6: Book 1 - Revised Page 95A
- Attachment 7: Book 1 - Revised Page 99A
- Attachment 8: Book 1 - Revised Page 103A
- Attachment 9: Book 1 - Revised Page 107A
- Attachment 10: Book 1 - Revised Page 111A
- Attachment 11: Book 1 - Revised Page 115A
- Attachment 12: Book 1 - Revised Page 119A
- Attachment 13: Book 1 - Revised Page 123A
- Attachment 14: Pre-bid Meeting Presentation

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board  
of Commissioners

**RICHARD R. BOYKIN**

1st District

**ROBERT STEELE**

2nd District

**JERRY BUTLER**

3rd District

**STANLEY MOORE**

4th District

**DEBORAH SIMS**

5th District

**JOAN PATRICIA MURPHY**

6th District

**JESUS G. GARCIA**

7th District

**LUIS ARROYO JR.**

8th District

**PETER N. SILVESTRI**

9th District

**BRIDGET GAINER**

10th District

**JOHN P. DALEY**

11th District

**JOHN A. FRITCHEY**

12th District

**LARRY SUFFREDIN**

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14th District

**TIMOTHY O. SCHNEIDER**

15th District

**JEFFREY R. TOBOLSKI**

16th District

**ELIZABETH ANN DOODY GORMAN**

17th District



**Pre-Bid Mtg. Sign-In Sheet - June 4, 2015**  
**Brookfield Zoo, Discovery Room at 10:00 AM**  
**Contract #1555-14475 - County-wide Job Order Contract**

<p>Attendee Name: <u>Calvin Fox</u>          Company Name: <u>Pit Stop Janitorial Service</u>  <u>95 PAXTON AVE CAUMET, ILL 60409</u>          Company Address: <u>CAUMET CITY, ILL 60409</u>          Telephone: <u>708-808-4766</u>          Fax: _____          E-Mail: <u>firstclass3025@a1qmail.com</u>          Please print clearly</p>	<p align="center">{Business Card}</p>
<p>Attendee Name: <u>DARYL TOWNS</u>          Company Name: <u>DJT CO</u>          Company Address: <u>15941 S. HARLEM AVE</u>  <u>SUNSHINE 109</u>  <u>WINLEY PARK IL 60477</u>          Telephone: <u>708-867-7802</u>          Fax: <u>1-866-502-6030</u>          E-Mail: <u>thedjtco@aol.com</u>          Please print clearly</p>	<p align="center">{Business Card}</p>
<p><b>Outlook</b>          Design &amp; Construction, Inc.          Larry Jones          Vice President          Phone: 312.962.3298          Email: <a href="mailto:jones@outlookdci.com">jones@outlookdci.com</a>          Fax: 312.962.3282  <a href="http://www.outlookdci.com">www.outlookdci.com</a>          47 West Polk Street, #205, Chicago, IL 60605</p>	<p align="center">{Business Card}</p>
<p><b>IQ</b>          International Quality Contracting          24225 Vollbrecht Rd          Crete, IL 60417          Phone: 708.897.1204          Fax: 708.672.6769          Sarah Birungi          CEO          General Contractor          IQcontract@gmail.com          Certified Mold Remediator</p>	<p><b>Highway Construction Co.</b>          Full Service Capacity Contractor          New Flooring          Room Additions          Finish Carpentry          Metal Stud Framing          Windows &amp; Siding Doors          Interior Residential &amp; Commercial          Office: 708.335.6406          Fax: 708.335.3265  <a href="mailto:info@highwayco.com">info@highwayco.com</a></p>



Pre-Bid Mtg. Sign-In Sheet - June 4, 2015  
Brookfield Zoo, Discovery Room at 10:00 AM  
Contract #1555-14475 - County-wide Job Order Contract



CTMechanical

Laura Canniff  
Senior Project Manager

1070 North Garfield  
Lombard, IL 60148  
p 680.227.1700  
o 773.485.4884  
f 847.485.1870  
e laurac@ctmweb.com

Please print clearly



Canino Electric  
Central WJE

Kathleen (Katie) Canino  
President

3040 S. 25th Ave.  
Brookview, IL 60155-4503  
708/681-2800  
Fax 708/681-2822  
Email kcanino@caninoelectric.com

1725 N. 71st Street  
Chicago, IL 60649

Cell Ph: (773) 412-8998

Phoenix location: (602) 274-7014

16420 S. Kilbourn Ave  
Oak Forest, IL 60452

P 708.535.3600  
F 708.535.6655



**S Mechanical, Inc.**  
HVAC Construction & Service

Daniel Nolan  
Business Manager

C 708.906.0386  
dnolan@smechanical.com

**ALL TECH ENERGY, INC.**

ELECTRICAL, LIGHTING & SOLAR SERVICES  
DBE/WBE

Kathy Esposito  
President

1000 E. State Parkway, Suite C - Schaumburg, IL 60173  
Phone: 847-882-0880 Ext 111 • Fax: 847-882-0880  
kesposito@alltechenergy.com



Pre-Bid Mtg. Sign-In Sheet - June 4, 2015  
 Brookfield Zoo, Discovery Room at 10:00 AM  
 Contract #1555-14475 - County-wide Job Order Contract



**JARS CONTRACTING**  
 Certified Diagram & Machinery Movers

**MIKE STOTSKY**

Office: 800.330.3444  
 Fax: 630.260.3441  
 Mobile: 630.675.0668  
 Email: jstot@jarscontracting.com

Corporate  
 9540 Girls Drive  
 Franklin, IL 60131  
 Operations/Telephone  
 3333 Mt. Prospect Rd.  
 Franklin Park, IL 60131

**George N. Kinnison, President**



**Applied Controls & Contracting Services, Inc.**  
 Temperature Control/Building Automation Systems

539-541 W. Taft Drive  
 South Holland, IL 60473-2030  
 Tel: 708-596-7400  
 Fax: 708-596-1020  
 Mobile: 708-207-7157  
 Email: GKinnison@accshome.com

**CONSTRUCTION INC.**

**UJAMAA**

NBE DBE SBA 8(a)

**JAMES CRNICH**  
 PROJECT MANAGER



**PAUL BORG CONSTRUCTION COMPANY**  
 2007 SOUTH MARSHALL BLVD. • CHICAGO • ILLINOIS • 60623  
 773-523-1111 FAX 773-878-1561  
 EMAIL: jcrnich@paulborgconstruction.com



**AUTUMN**  
 CONSTRUCTION SERVICES, INC.  
 Certified WBE and DBE  
 Established 1999

**SUREAN NELSON**  
 President

t » 890.588.0886  
 f » 890.588.9886  
 c » 890.307.0078  
 e » susan.nelson@autumnconstruction.com

449 Eisenhower Lane South, Lombard, Illinois 60148  
[www.autumnconstruction.com](http://www.autumnconstruction.com)

**Mike Almy**  
 Project Manager  
 6180 River Rd  
 Hodgkins, IL 60525  
 Office: 708-354-3510  
 Cell: 708-417-1722  
 Fax: 708-354-4221  
[MikeAlmy@hoganengineering.com](mailto:MikeAlmy@hoganengineering.com)  
[www.hoganengineering.com](http://www.hoganengineering.com)  
 Certified WBE/DBE

CT Mechanical



Monica Green  
 Safety Director



Pre-Bid Mtg. Sign-in Sheet - June 2, 2015  
James R. Thompson Center, 100 W. Randolph Assembly Hall at 10:00 AM  
Contract #1555-14475 - County-wide Job Order Contract


<p>Attendee Name: <u>Roseann Turner Quist</u> Company Name: <u>BROADWAY ELECTRIC INC.</u> Company Address: <u>831 DARTON ST</u> <u>ELK GROVE VILLAGE</u> Telephone: <u>847-593-0001</u> Fax: _____ E-Mail: _____ Please print clearly</p>	<p>{Business Card}</p>
<p>Attendee Name: <u>Daniel Liebman</u> Company Name: <u>Randall Industries, Inc.</u> Company Address: <u>741 S. Route 83</u> <u>Elmhurst, IL 60126</u> Telephone: <u>630-833-9100</u> Fax: <u>630-833-9108</u> E-Mail: <u>d.liebman@randallind.com</u> Please print clearly</p>	<p>{Business Card}</p>
<p>Attendee Name: _____ Company Name: _____ Company Address: _____ Telephone: _____ Fax: _____ E-Mail: _____ Please print clearly</p>	<p>{Business Card}</p>
<p>Attendee Name: _____ Company Name: _____ Company Address: _____ Telephone: _____ Fax: _____ E-Mail: _____ Please print clearly</p>	<p>{Business Card}</p>



**Pre-Bid Mtg. Sign-In Sheet – June 4, 2015  
 Brookfield Zoo, Discovery Room at 10:00 AM  
 Contract #1555-14475 – County-wide Job Order Contract**

Attendee Name: Bill Nawatski  
 Company Name: JM Polcort, INC.  
 Company Address: 10127 W. Roosevelt  
Westchester IL 60154  
 Telephone: 708-450-1156  
 Fax: \_\_\_\_\_  
 E-Mail: Bill@jmapcort.com  
 Please print clearly

**Chicago Commercial Construction**



Scott Joslyn  
 Estimator  
 sjoslyn@ccc-chicago.com  
 773-936-3527 Cell

Attendee Name: STEPHEN DAUNIS  
 Company Name: PERNIX GROUP  
 Company Address: 151 E. 22ND ST  
LOMBARD, IL  
 Telephone: 512 613 9180  
 Fax: \_\_\_\_\_  
 E-Mail: SDAUNIS@PERNIXGROUP.COM  
 Please print clearly

 **WESTBROOK CAPITAL, INC.**  
 Funding The Entrepreneurial Spirit

**Gerald Doles – President**

gdoles@westbrookcapital.com  
 www.westbrookcapital.com  
 P.O. Box 654, LaGrange IL 60525

Tel: 708-579-9696  
 Fax 708-579-5426  
 Cell 708-642-7893

Licensed      Bonded      Insured

**Contracting Group**

**DJT co.**

*Property Management*

**708-620-7802**

Property Development  
 Certified MBE  
 City of Chicago  
 E-mail [THEDJTco@AOL.COM](mailto:THEDJTco@AOL.COM)

Daryl Towns Sr. Owner  
 Direct 773-499-0000  
 Office 708-479-1150  
 Fax 1-866-620-8331

**K.R. Miller Contractors, Inc.**

**Jim Heldorn**  
 Senior Vice President

312 N. May St., Suite 110, Chicago, IL 60607 • 1624 Colonial Pkwy., Inverness, IL 60067  
 Phone 312-432-1070 • Cell 847-417-9076 • Fax 312-432-1071  
[Jim-Heldorn@abeglobal.net](mailto:Jim-Heldorn@abeglobal.net) • [www.krmiller.com](http://www.krmiller.com)

**MIKE ANNOVO**  
 Estimator/Project Manager  
[Aquaplumbinginc@gmail.com](mailto:Aquaplumbinginc@gmail.com)

630-546-7216  
 MBE Certified

Serving All Of Chicago Land Area  
 Licensed Bonded Insured



## Attachment 3



3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2M

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on ~~TBD~~ **July 10, 2015** in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BIDDER NAME:**

\_\_\_\_\_



## Attachment 4



3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2E

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on ~~TBD~~ **July 10, 2015** in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

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Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BIDDER NAME:**

\_\_\_\_\_



## Attachment 5



Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2SW

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on **TBD, July 10, 2015** in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

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Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

**BIDDER NAME:**

\_\_\_\_\_



## Attachment 6



Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2SW

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on **TBD, July 10, 2015** in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

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Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BIDDER NAME:**

\_\_\_\_\_



## Attachment 7



3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2R

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on ~~TBD~~ **July 10, 2015** in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

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Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BIDDER NAME:**

\_\_\_\_\_



## Attachment 8



3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2G-SBE

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on ~~TBD~~ July 10, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

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Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BIDDER NAME:**

\_\_\_\_\_



## Attachment 9



3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2M-SBE

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on ~~TBD~~ **July 10, 2015** in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

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Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BIDDER NAME:**

\_\_\_\_\_



## Attachment 10



3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2E-SBE

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on ~~TBD~~ **July 10, 2015** in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

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Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BIDDER NAME:**

\_\_\_\_\_



## **Attachment 11**



3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2SW-SBE

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on ~~TBD~~ **July 10, 2015** in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

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Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BIDDER NAME:**

\_\_\_\_\_



## Attachment 12



Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2D-SBE

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on ~~FBD: July 16, 2015~~ in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BIDDER NAME:**

\_\_\_\_\_



## Attachment 13



3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2R-SBE

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on **TBD, July 10, 2015** in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

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Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

**BIDDER NAME:**

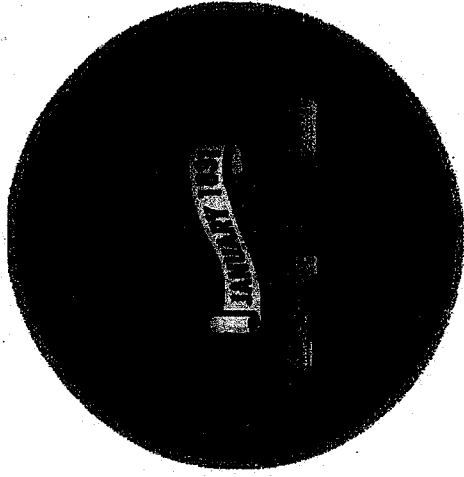
\_\_\_\_\_



## Attachment 14



Attachment 14



# Job Order Contracting

Document No. 1555-14475

Pre-Bid Meeting: June 2015



## Topics

- County JOC History
- JOC – Where do we use JOC?
- JOC – Elements
- JOC Process - Part 1
- JOC Contract Documents
- Understanding the Construction Task Catalog® (CTC)
- Calculating the Bid
- Bid Considerations & Review
- Contractor Adjustment Factors
- Risk of Low Adjustment Factors
- JOC Process – Part 2
- Review / Key Points
- Bid Submission
- Questions



## COUNTY JOC HISTORY

- Using Job Order Contracting since 2012
- Typically Uses JOC for:
  - Facility Repair and Renovation Projects
  - Mechanical / Electrical Upgrades, Demolition
  - Replacements in Kind, Build-outs
  - Road works, Civil Utilities, etc.
- Has Separate Contracts for Different Trades
  - General, Mechanical, Electrical, Highway/Site work
- Statistics 03/2013 to Date:
  - Over \$40,000,000.00 worth of work ordered
  - Approximately 209 individual Job Orders issued
  - Work Order - Ranged in from few thousands to few millions





## JOC – Where Do We Use JOC?

- JOC has been used at the:
  - Morgue
  - Jails
  - Hospitals
  - Warehouses
  - Corporate Buildings
  - County roads
  - District offices
  - Courthouses, etc.



## JOC - Elements

- Job Order are Lump Sum
- Contractor performing multiple projects simultaneously under one contract
- It is an indefinite delivery indefinite quantity contracting
- It is an "as-needed" bases under a Job Order Process
- It has established "fixed" unit prices
- Reduced Risk
  - Partnership - Contractors are encourage to provide input during scope development
  - Contractor develop proposal to include all tasks



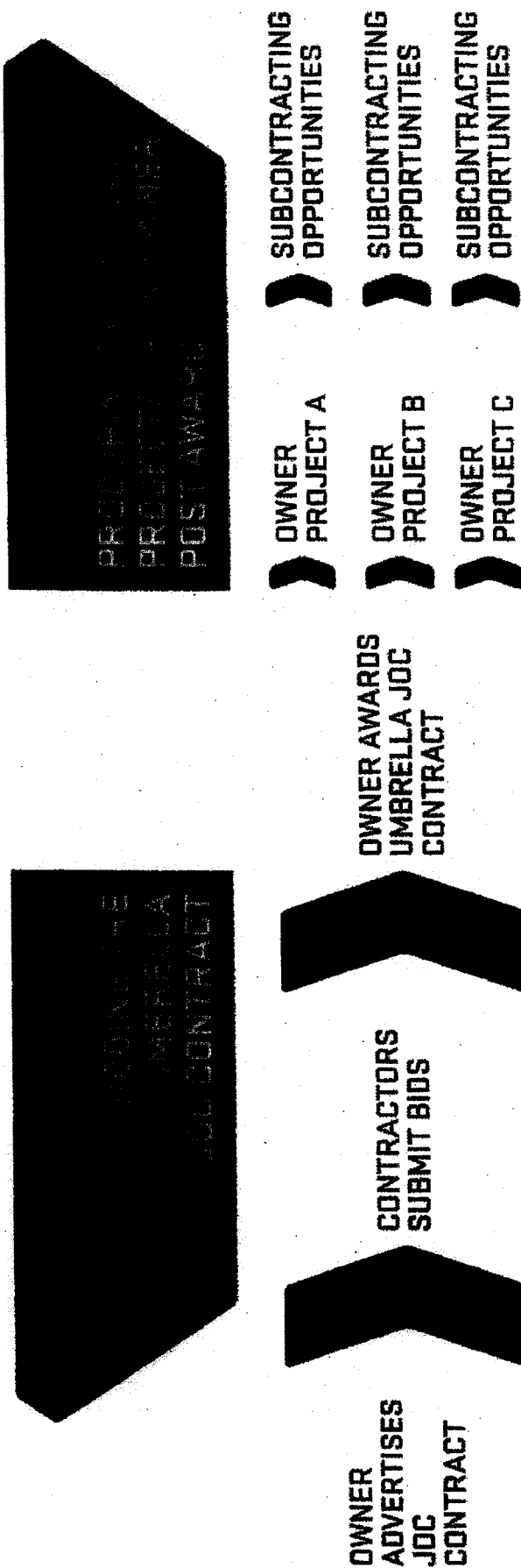
## JOC PROCESS – HOW IS JOC BID?

- **Award Based on Competitive Bids**
  - Must Bid 3 Adjustment Factors:
    - **Normal Working Hours:** 7:00 am to 4:00 pm Monday to Friday
    - **Other Than Normal Working Hours:** 4:01 pm to 6:59 am Monday to Friday, and all day Saturday, Sunday and Holidays
  - **Non Pre-priced Tasks**
  - Each Adjustment Factor is Weighted to Create an Award Criteria Figure
  - The aggregate of all factors is deemed to be the Lowest Bid
- **More about Adjustment factor... later slides**



# JOC Process -Overall

We are at Part I





# JOC Process - # of Awards

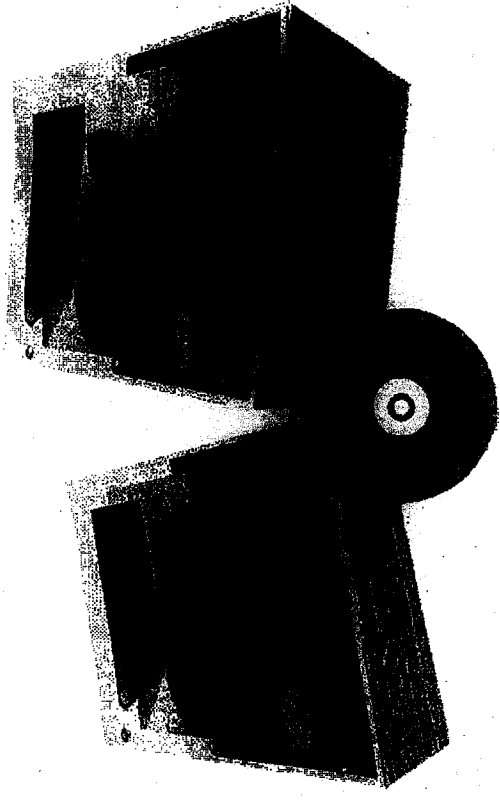
- The County is intend to award to the number of contracts based on the chart below.

Solicitation #	Discipline	# of Potential Contract Awards	Bid Deposit	Estimated Annual Value	Contract Term	MBE Participation Goal	WBE Participation Goal	DBE Goal (Percent Only)
1555-14475-GC	General Construction	4 Awards	\$25,000	\$3,500,000	2 Years	24%	10%	34%
1555-14475-MC	Mechanical Construction	2 Awards	\$25,000	\$2,500,000	2 Years	24%	10%	34%
1555-14475-EC	Electrical Construction	2 Awards	\$25,000	\$2,500,000	2 Years	24%	10%	34%
1555-14475-SW	Highway/ Site Work	2 Awards	\$25,000	\$2,000,000	2 Years	24%	10%	34%
1555-14475-D	Demolition	2 Awards	\$25,000	\$5,000,000	2 Years	24%	10%	34%
1555-14475-RC	Residential Construction	1 Award	\$25,000	\$0	2 Years	24%	10%	34%
1555-14475-GC-SBE	SBE General Construction	2 Awards	\$25,000	\$1,500,000	2 Years	SBE GOAL = 51%		
1555-14475-MC-SBE	SBE Mechanical Construction	1 Award	\$25,000	\$1,000,000	2 Years	SBE GOAL = 51%		
1555-14475-EC-SBE	SBE Electrical Construction	1 Award	\$25,000	\$1,000,000	2 Years	SBE GOAL = 51%		
1555-14475-SW-SBE	SBE Highway/ Site Work	1 Award	\$25,000	\$750,000	2 Years	SBE GOAL = 51%		
1555-14475-D-SBE	SBE Demolition	1 Award	\$25,000	\$750,000	2 Years	SBE GOAL = 51%		
1555-14475-RC-SBE	SBE Residential Construction	1 Award	\$25,000	\$0	2 Years	SBE GOAL = 51%		



# JOC CONTRACT DOCUMENTS

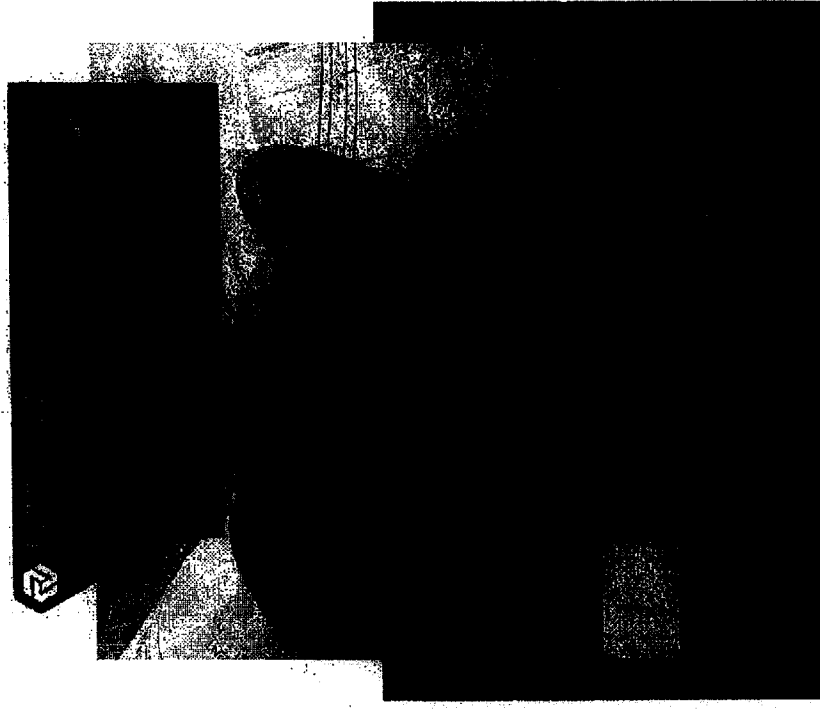
- **Book 1** – Contract Information, Instructions to Bidders, Condition of Contract, and Execution Documents
- **Book 2** – General Conditions and Special Conditions
- **Book 3** - The Construction Task Catalog
- **Book 4** - The Technical Specifications





# JOC CONTRACT DOCUMENTS

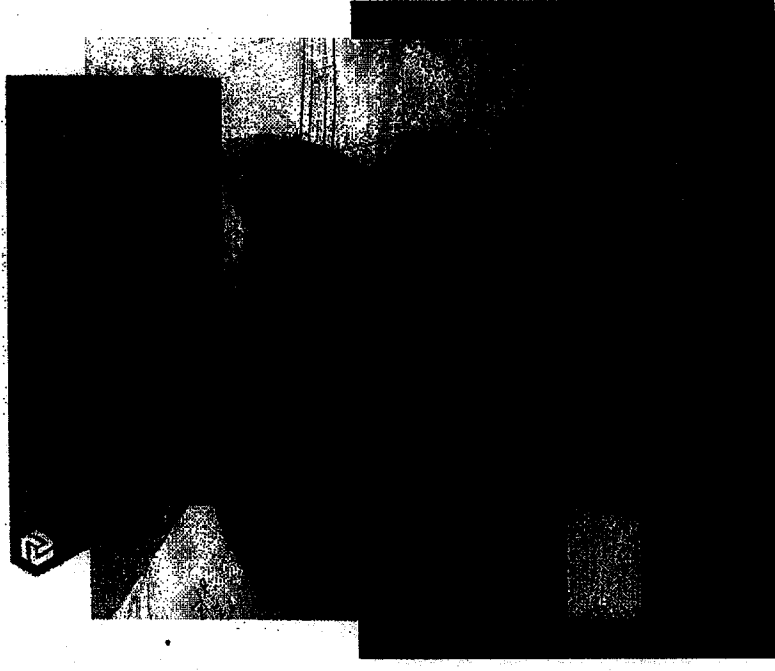
- **Book 1** – Contract Information, Instructions to Bidders Condition of Contract, and Execution Documents
  - Advertisement
  - Document Submittal Checklist
  - Section 1 – Contract Information
  - Section 2 – Instructions to Bidders
  - Section 3 – Contract Insurance Requirements
  - Section 4 – Wage Rates
  - Section 5 – Bid Forms and Execution Documents
  - Section 6 – Additional Documents to be Submitted with the Bid
  - Section 7 Exhibits





# JOC CONTRACT DOCUMENTS

- **Book 2 – General Conditions and Special Conditions**
  - Section 1 – General Conditions
  - Section 2 – General Requirements
  - Section 3 – DBE, M/WBE Conditions, and Small Business Construction Initiative
  - Section 4 – Liquidated Damages
  - Section 5 – JOC Special Conditions
  - Section 6 – Special Conditions for Job Orders Funded in Whole or In Part with Federal Funds
  - Section 7 – Special Conditions for Cook County Dept of Transportation and Highways
  - Section 8 – Special Conditions for Work in Hospital and Medical Facilities
  - Section 9 – Special Conditions for Cooperative Purchasing (ezIQC®)
  - Section 10 – Special Conditions for Department of Planning and Development

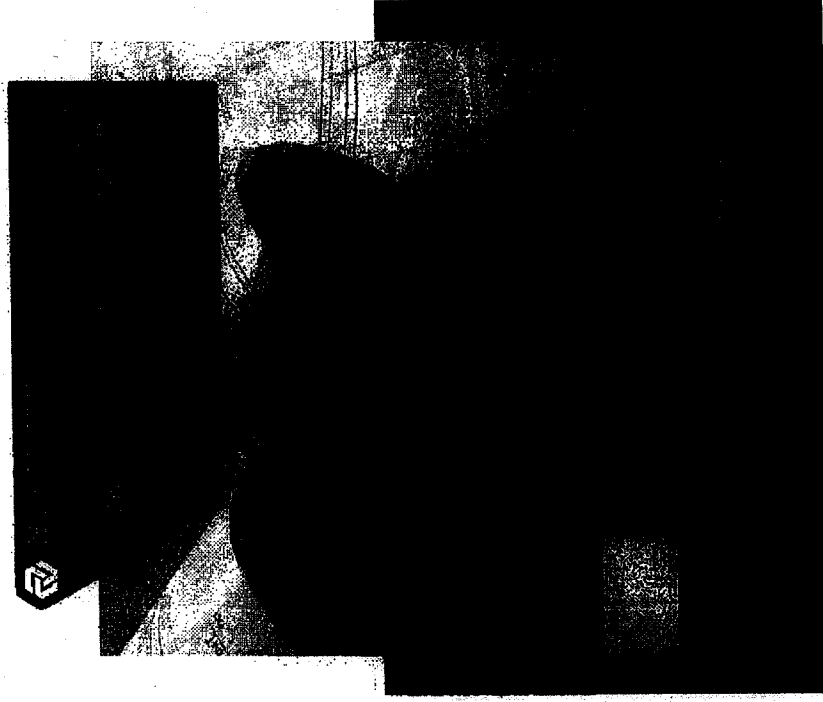




# JOC CONTRACT DOCUMENTS

- **Book 3- The Construction Task Catalog<sup>®</sup> (CTC)**

- Catalog of Pre-Priced Construction Tasks
- Organized by Construction Specifications Institute (CSI)
- Based on Local Labor, Material & Equipment Costs
- The tasks represent the "Scope of Work" for the contract





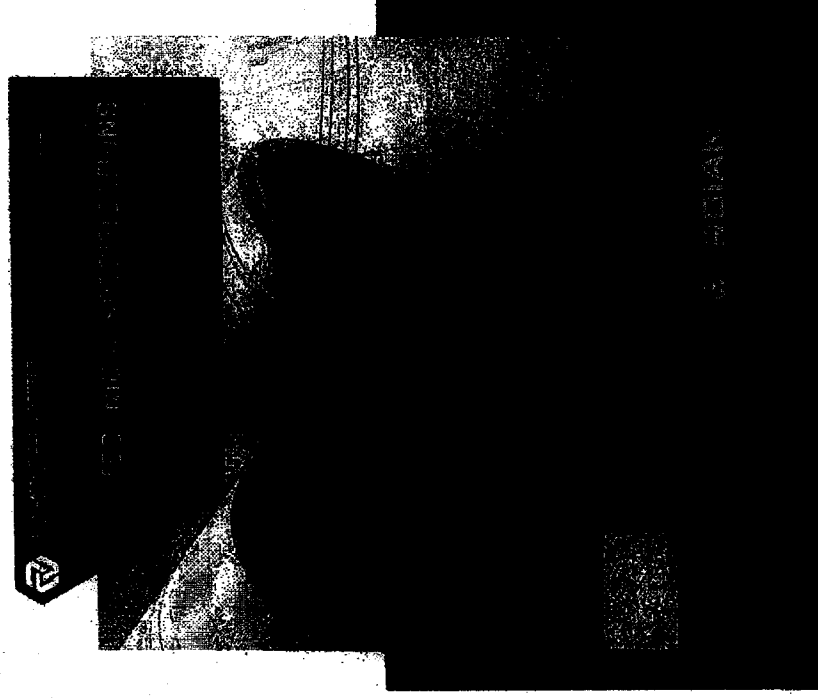
# JOC CONTRACT DOCUMENTS

## Book 4 - Technical Specifications

- **Book 4a** – Technical Specifications
- **Book 4b** – Technical Specifications for CCDOTH Tasks Contained in the CTC
- **Book 4c** – Technical Specifications for CCDOTH Task Not in the CTC, But May be Used During the Contract

## The Technical Specifications:

- ❖ *Specify Quality of Materials and Workmanship*
- ❖ *Correspond with Tasks in the Construction Task Catalog®*

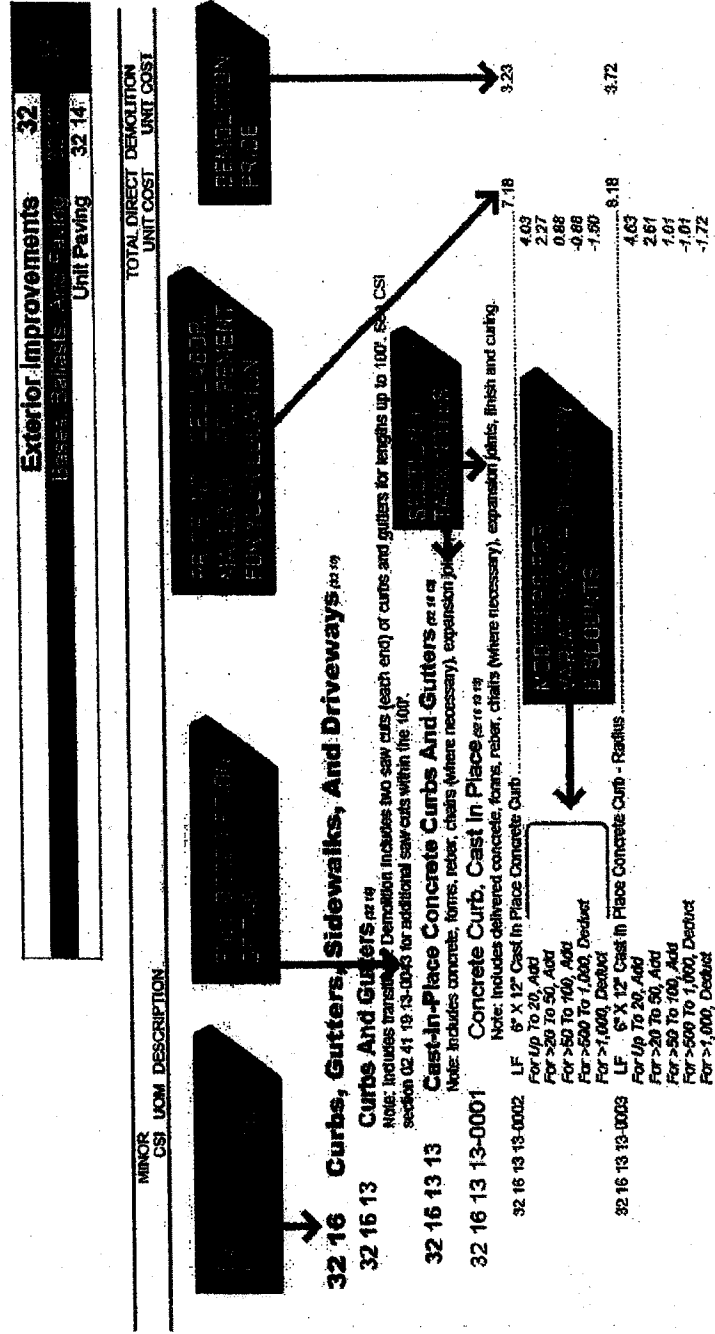




# UNDERSTANDING THE CONSTRUCTION TASK CATALOG

## • Construction Task Catalog® (CTC)

### • Typical Task:





# UNDERSTANDING THE CONSTRUCTION TASK CATALOG®

- Contractor must review and understand "Using the Construction Task Catalog"
- Rules of the game
- Make sure you get paid for all appropriate tasks
- Pages 00 – 1 to 00-8 of the CTC

\* See Handout

## THE GORDIAN GROUP

### CTC Information:

- ☑ This Construction Task Catalog was developed and customized by The Gordian Group, Inc. specifically for New York State Department of Transportation, priced locally using current labor, material and equipment costs, and published in January 2013.
- ☑ The Gordian Group, Inc. licenses the use of this CTC and other proprietary information and software for the sole purpose of providing Job Order Contracting services to New York State Department of Transportation. Use of The Gordian Group's CTC and other proprietary information and software for any other purpose or any other entity is expressly prohibited without the express written consent of The Gordian Group, Inc.

### Using The Construction Task Catalog®

- ☑ pile drivers, bulldozers, excavators, backhoes, etc.) which exclude mobilization.
- ☑ Equipment costs include all operating expenses such as fuel, electricity, lubricants, etc.

### MATERIAL COSTS:

- ☑ Material costs include the cost of the material being installed and all incidentals and accessories integral to the installation.
- ☑ Material costs include manufacturer's and/or fabricator's shop drawings.
- ☑ Material costs for roofing, drywall, VCT, carpet, wall covering, ceiling tile, pipe, conduit, concrete, etc. include an allowance for waste. This list is not intended to be all inclusive, but descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights.

### The Unit Prices Include:

#### LABOR COSTS:

- ☑ Labor costs include direct labor through the working hours level at straight-time prevailing wage rates including fringe benefits and an allowance for Social Security and Medicare taxes, worker's compensation, unemployment insurance and employee benefits.
- ☑ Labor costs are based on workers familiar with and skilled in the performance of the task following OSHA requirements.
- ☑ Labor costs include time lost for normal work breaks, layout, measuring and cutting to fit, clean-up of regular construction debris, inspection, permit compliance, job meetings and start-up.

#### EQUIPMENT COSTS:

- ☑ Equipment costs include all equipment required to accomplish the task including rigging and mobilization, except large equipment (e.g. cranes,

### Complete and In-Place Construction

- ☑ Unit prices are for complete and in-place construction and include all labor, equipment and material required to complete the task as described in the CTC.
- ☑ Unit Prices include delivery, unloading and storing materials, tools and equipment on site; moving materials, tools and equipment from storage area or truck up to 2 1/2 stories (2 stories with an attic) and within 125 to reach the site.
- ☑ Unit prices exclude moving material and equipment greater than 2 1/2 stories and handling material and equipment more than 125' (See 01500).
- ☑ Unit prices for imported materials (aggregate, sand, soil, etc.) include delivery up to 16 miles from the closest approved source.
- ☑ Unit prices include all fasteners such as anchor bolts, lag bolts, screws, adhesive, wedge anchors, expansion bolts, roofing clips (excluding hurricane clips) that are required. Fasteners listed separately in the CTC are for use with Owner furnished

January 2013

NY State Department of Transportation, Region 3 Bridge Maintenance Unit 1500

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Page 00 - 1



# UNDERSTANDING THE CONSTRUCTION TASK CATALOG®

Include All Appropriate Tasks:

32 16 23 00-0002	4" Cast In Place Concrete Sidewalk For Quantities 100 to 500, Add	SF	\$5.06	400	\$2,024.00	
		SF	\$2.04	400	\$816.00	
32 11 16 00-0015	4" Crushed Aggregate Base For Quantities Under 1000	SF	\$0.63	400	\$252.00	
		SF	\$0.18	400	\$72.00	
01 71 13 00-0003	Mobilize Backhoe	EA	\$402.63	1	\$402.63	
31 23 16 36-0006	Excavation by Backhoe For Quantities Under 20 CY, Add	CY	\$3.75	11	\$41.25	
		CY	\$3.75	11	\$41.25	
31 23 16 36-0028	Loading Excess Materials For Quantities Under 20 CY, Add	CY	\$3.42	13.75	\$47.03	
		CY	\$3.42	13.75	\$47.03	
01 74 19 00-0029	Hauling to Dump Site	CYM	\$0.51	207	\$105.57	
01 74 19 00-0021	Landfill Dump Fee	CY	\$15.14	13.75	\$208.18	\$4,056.93 /400
						\$10.14

Compare these prices

\* Sample only



# UNDERSTANDING THE CONSTRUCTION TASK CATALOG®

## NON PRE-PRICED WORK

- Contractor must demonstrate the use of Non Pre-priced Task
- Three (3) Quotes on vendors' or subcontractors' letterhead
- Justification for less than three (3) Quotes
- Contractor is paid the amount in the following formula:

4) The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

A = Direct Labor Rate without fringes (for Trades not in Construction Task Catalog®)

B = Direct Material Costs (supported by three supplier quotes)

C = Direct Equipment Costs (for Equipment not in Construction Task Catalog®)

**Total Cost of Non Pre-Priced Task = (A+B+C) x Non Pre-priced Adjustment Factor**

**For Work Performed with by Subcontractors:**

D = Subcontractor Costs (supported by three Subcontractor quotes)

**Total Cost of Non Pre-Priced Task = (A+B+C+D) x Non Pre-priced Adjustment Factor**



# CALCULATING THE BID – ANALYZING THE CTC

## Recommended Method

### • **Use Historical Project Data**

- Select a Completed Project
  - You Know Scope and Direct Costs
- Price Project From CTC
- Add on Overhead and Profit
- Calculate the Adjustment Factor

## Alternative Method

### • **Create a Representative Project**

- Create a Scope of Work
- Get Sub Quotes or Estimate Cost
- Price Project From CTC
- Add on Overhead and Profit
- Calculate the Adjustment Factor



# CALCULATING THE BID – PRICE PROPOSAL

<b>Job Order Contract</b> <b>Contractor's Price Proposal Summary- Category</b>		This price proposal - all information and data - shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this price proposal. This price proposal - all information and data - is Confidential and	
Job Order #:	DCHA1.00		
Title:	Sample Price Proposal		
Contractor:	123 Contracting		
Proposal Value:	\$89,491.65		
Proposal Name:	Sample Price Proposal		
To: Project Manager		From: Contractor Project Manager	
Bolier:			\$48,911.43
Doors & Hardware:			\$9,748.46
Lighting:			\$15,945.00
Plumbing:			\$14,986.76
Project Proposal Total			\$89,491.65

Contractor's Price Proposal Summary - Category  
 Category: 123 Contracting  
 Project: 123 Contracting  
 Proposal Value: \$89,491.65  
 Proposal Name: Sample Price Proposal  
 To: Project Manager  
 From: Contractor Project Manager

Category	123 Contracting	Proposal Value	\$89,491.65
Proposal Name	Sample Price Proposal	To: Project Manager	
From: Contractor Project Manager			
Bolier			\$48,911.43
Doors & Hardware			\$9,748.46
Lighting			\$15,945.00
Plumbing			\$14,986.76
Project Proposal Total			\$89,491.65



# CALCULATING THE BID – SAMPLE PROJECT SCOPE

- Multifamily Unit Renovation
  - Doors and Hardware
    - Replace 12 interior doors, hinges and hardware
    - Doors shall be 3x7, solid core wood doors
    - Grade 2 locksets with knobs
    - Replace 2 push bar exist devices and door closers on exit doors
  - Interior Lighting
    - Replace all lay-in troffer fixtures on first and second floors. 48 in total
    - Replace 4 exit fixtures
    - Replace 12 industrial fixtures in shop area
  - Plumbing Fixtures
    - Replace 8 bathroom sinks, 8 faucets, and 8 toilets in men's and women's bathroom in admin building and shop area
    - Replace 4 water fountains
  - Replace Boiler
    - Demo existing boiler and as much piping and venting to accommodate new boiler. Install a new 1028 mbh oil fired cast iron boiler. Weil-McLain Model 88. No access for packaged boiler. Must field assemble sections. Provide new piping as required.
  - **Normal Working Hours Apply**



## CALCULATING THE BID – CTC PRICE VS. CONTRACTOR COSTS

• Direct Cost of Work from CTC		• Direct Cost of Work from Quotes or Estimates
• Replace Boiler	\$ 48,911.43	• Replace Boiler \$ 47,500.00
• Doors and Hardware	\$ 9,748.46	• Doors and Hardware \$ 9,250.00
• Lighting	\$ 15,845.00	• Lighting \$ 16,750.00
• Plumbing	\$ 14,986.76	• Plumbing \$ 12,500.00
<b>TOTAL =</b>	<b>\$ 89,491.65</b>	<b>TOTAL = \$ 89,000.00</b>



## CALCULATING THE BID – PUTTING IT ALL TOGETHER

A.	Direct Cost of Work from Quotes	\$89,000.00
B.	Overhead 10%*	<u>\$ 8,900.00</u>
C.	Subtotal (Cost & O/H)	\$97,900.00
D.	Profit 10%*	<u>\$ 9,790.00</u>
E.	Subtotal (Cost & O/H & Profit)	\$107,690.00
F.	Price From CTC	\$89,491.65

$$\text{Adjustment Factor } (= E / F) = 1.2034$$

**\*Sample Only.** Contractor to determine O/H & Profit.  
Prepare this calculation for more than one sample project.



# CALCULATING THE BID -- THE BID FORMS

## PROPOSED ADJUSTMENT FACTORS:

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Job Order issued under this Contract using Book 4 - Construction Task Catalog® for General Construction (CTC) and Technical Specifications incorporated herein with the following adjustment factors:

1. **Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Prices specified in Book 4 - Construction Task Catalog® (CTC) multiplied by the Adjustment Factor of:

1.2034

(Specify to four (4) decimal places)

**\* Sample only**

2. **Other Than Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Other than Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Prices specified in Book 4 - Construction Task Catalog® (CTC) multiplied by the Adjustment Factor of:

1.2685

(Specify to four (4) decimal places)

3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

1.2000

(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2G

1.2226

(Specify to four (4) decimal places)

**The Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Hours Adjustment Factor. The Non Pre-priced Adjustment Factor must be equal to or greater than 1.0000.**



## QUESTIONS?



# CALCULATING THE BID – THE BID FORMS

BIDDER NAME: \_\_\_\_\_

Line 1.	Normal Working Hours Adjustment Factor	<u>1.2034</u>
Line 2.	Multiply Line 1 by .60	<u>0.7220</u>
Line 3.	Other Than Normal Working Hours Adjustment Factor	<u>1.2685</u>
Line 4.	Multiply Line 3 by .30	<u>0.3806</u>
Line 5.	Non Pre-priced Adjustment Factor	<u>1.2000</u>
Line 6.	Multiply line 5 by .10 =	<u>0.1200</u>
Line 7.	Award Criteria Figure (Add lines 2, 4, and 6)	<u>1.2226</u> (Award Criteria Figure)





OFFICE OF THE CHIEF PROCUREMENT OFFICER

**SHANNON E. ANDREWS**

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board  
of Commissioners

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1st District

ROBERT STEELE  
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JERRY BUTLER  
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ELIZABETH ANN DODDY GORMAN  
17th District

**ADDENDUM NO. 3**

**July 2, 2015**

**County-wide Job Order Contract**  
  
**for**  
**Department of Capital Planning & Policy**  
  
**Contract No. 1555-14475**

To: Interested Vendors of Record

**A. General:**

This addendum revises the above-referenced solicitation. This addendum is issued prior to execution of the contract, forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.

**B. Acknowledgement:**

Acknowledge receipt of this addendum in the space provided on the bid form on the proposal pages. Failure to do so will subject bidder to disqualification.

**C. Responses to Questions:**

- Question:** With reference to Amendment 1, Attachment 4, IB-32 Coalition of Unionized Public Workers: does this mean that a GC must actually join the/a union for this project? Usually we agree to pay prevailing wage or Davis-Bacon standards. The last three lines appear to require that any firm working on the JOC must sign a labor agreement. We don't mind hiring union workers or paying the wages as prescribed if everyone must pay the same scale, but we are not interested in being forced to join a union. Please clarify

**Answer:** For the purposes of this project, it may be necessary for the prime contractor to be a signatory or become a signatory of either the Coalition of Unionized Public Workers (COUPE) labor agreement or the labor agreement of another trade union located within Cook County.

*Danuta Rusin*

ORIGINATED BY:  
Danuta Rusin  
Senior Contract Negotiator

*Shannon E. Andrews*

SHANNON E. ANDREWS  
CHIEF PROCUREMENT OFFICER



## CONTRACTOR ADJUSTMENT FACTORS

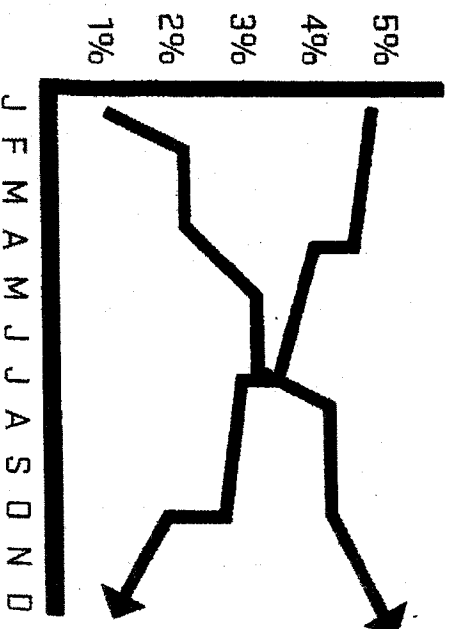
- Importance of Adjustment Factors
  - Determines low bidder AND
  - Used to price individual Job Orders
  - Price proposal total becomes the lump sum Job Order amount

UNIT PRICE	x	QUANTITY	x	ADJUSTMENT FACTOR	=	TOTAL FOR TASK
UNIT PRICE	x	QUANTITY	x	ADJUSTMENT FACTOR	=	TOTAL FOR TASK
UNIT PRICE	x	QUANTITY	x	ADJUSTMENT FACTOR	=	TOTAL FOR TASK
<hr/>						
TOTAL JOB ORDER PRICE						



## CONTRACTOR ADJUSTMENT FACTORS

- Annual Price Adjustment
  - Applied annually on the JOC's Anniversary Date
  - Based on CCI (Chicago) published by Engineering News Record
- Calculation (Based on Bid Due Date)
  - $\frac{\text{Average CCI for Current Year}}{\text{Average CCI for Base Year}} = \text{The \% Increase or Decrease in Construction Costs}$
  - $\text{Percentage} \times \text{Original Adjustment Factors} = \text{New Adjustment Factors for Next Year}$
- Normal Working Hours
- Other Than Normal Working Hours
- **NPP Adjustment Factors are Fixed for the Duration of the Contract**





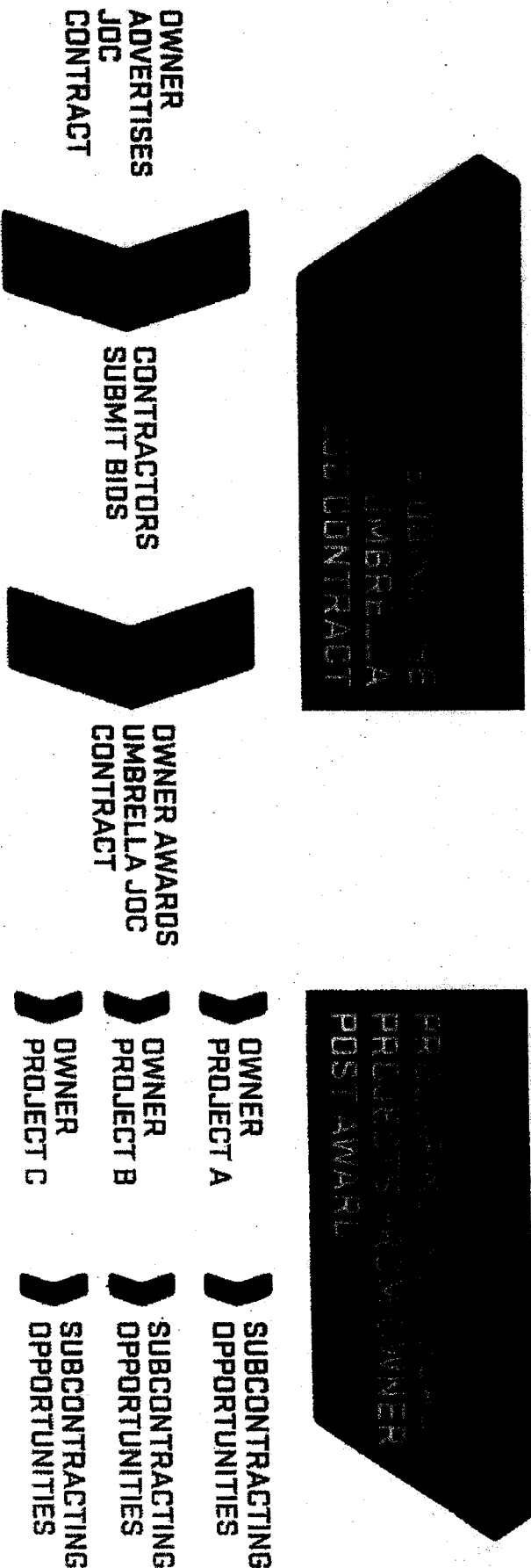
## RISKS OF LOW ADJUSTMENT FACTORS

- Leads to Unrealistic Proposals
  - Unsupportable Tasks
  - Exaggerated Quantities
- Locked in for the duration of the contract except for escalations.
  - Reduced confidence in the work
  - Sustainability is jeopardized



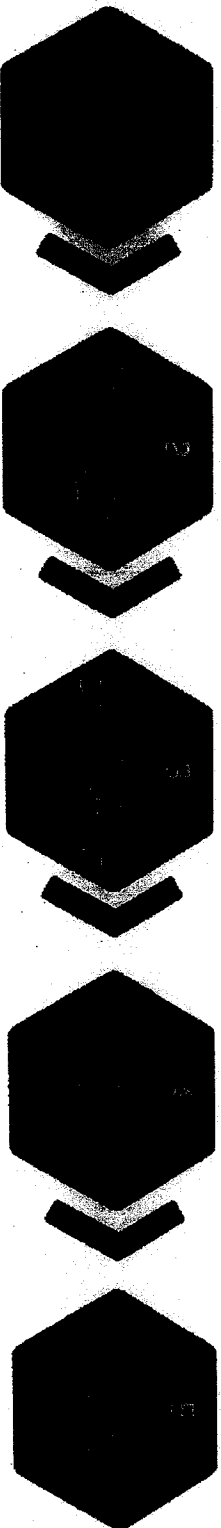
# JOC Process –Part 2

If you are awarded with a contract(s), then you will be participating in Part 2





## HOW Do We Issue WORK ?

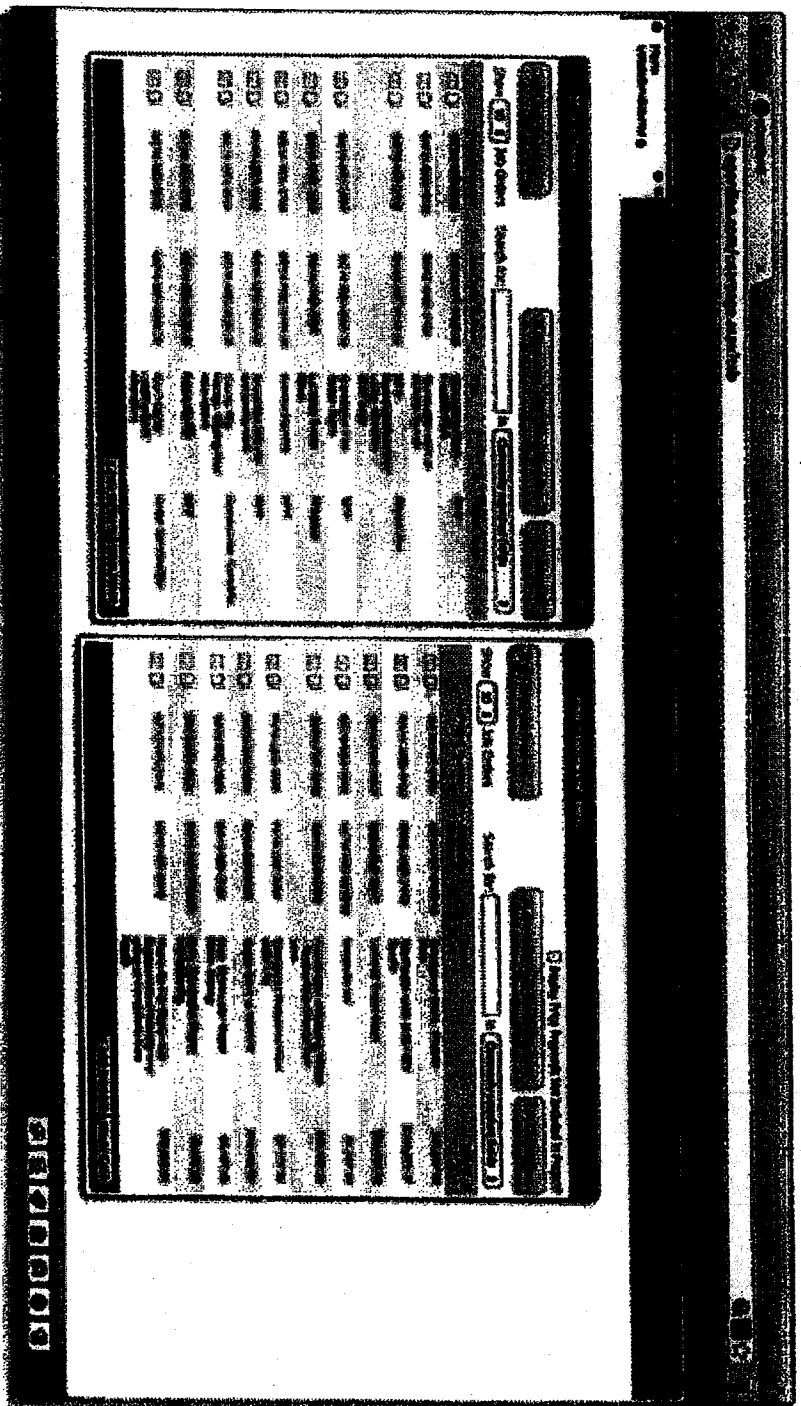


- Joint Scope Meeting With the County, Contractor, and Others to define the Detailed Scope of Work
- The County Issues Request for Proposal for the Agreed Upon Detailed Scope of Work
- Proposal Development (via eGordian – next slide)
  - Typical Proposal Due Date will be 2 weeks from RFP
- Proposal Review
- Issuance of Job Order
- Total Time Goal: Average 3-5 weeks



## eGordian Software

- Internet Based Software Provided with Contract
- eGordian® Software Automates the Proposal Process





## REVIEW / KEY POINTS

- Focus on Total Potential Value of Contract
  - Estimated Annual Value x 4
- Evaluate Construction Task Catalog<sup>®</sup>
  - Analyze Unit Prices
  - Know the General Guidelines for Using the CTC
- Adjustment Factors
  - Be realistic
  - Be sustainable



## Bids Submission

- **Sealed bids due:** Friday, July 10, 2015 No Later than 10:00 AM CST
- **Address:**  
Bid Box, Room 1018, County Building  
118 N. Clark Street  
Chicago, IL 60602
- THREE (3) bound copies of sealed proposals in envelopes provided for that purpose and ONE (1) electronic copy in PDF format contained on USB drive, thumb drive, CD-ROM, or like device.
- If a bidder submits a bid for more than one discipline, a separate bid package must be submitted with each bid.
- The bid number and company name must be included on the outside of your sealed package and failure to do so may result in the inadvertent opening of the package and may cause your bid to be rejected.



# BID SUBMISSION

## DOCUMENT SUBMITTAL CHECKLIST

Three originals of the following documents are required at the time of bid opening for each bid. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1. ☐ Bid Form 1 - Schedule of Prices
2. ☐ Bid Form 2 - Determination of the Award Criteria Figure
3. ☐ Signed Proposal Agreement
4. ☐ Surety Statement of Qualification for Bonding
5. ☐ MBE/WBE/DBE/SBE Commitment Form
6. ☐ Contractor Certifications Regarding Labor Standards and Prevailing Wage Rates
7. ☐ Bid Deposit Form
8. ☐ Statement of Relevant Experience
9. ☐ County of Cook Office of Contract Compliance Affidavit of Joint Venture - MBE/WBE (if applicable)
10. ☐ Mechanical License(s) (Required for Mechanical Construction Contracts Only)
11. ☐ Electrical License(s) (Required for Electrical Construction Contracts Only)
12. ☐ MBE/WBE/DBE/SBE Participation Plan
13. ☐ Affidavit of Small Business Requirement (Required for SBE Contracts Only)
14. ☐ Responsible Bidder Requirement
15. ☐ Confidentiality Form
16. ☐ Key Personnel
17. ☐ Veteran's Preference For VBE and SDVBE (if applicable)
18. ☐ Affidavit Veteran's Workplace Preference and Public Work Contracts (if applicable)
19. ☐ Economic Disclosure Statement
  - a. ☐ Section 2 - Certifications
  - b. ☐ Section 3 - Required Disclosures
    - 1) ☐ Cook County Affidavit of Child Support Obligations
    - 2) ☐ Cook County Disclosure of Ownership Interest Statement
    - 3) ☐ Sworn Familial Relationship Disclosure Form
  - c. ☐ Section 4 - Contract and Economic Disclosure Statement Execution Pages
  - d. ☐ Section 5 - Cook County Signature Page (to be submitted - County to complete later)
20. ☐ Certified Certificate of Eligibility (Required for Highway/Sea Work Contract Only)
21. ☐ Sworn Affidavit of Availability (Required for Highway/Sea Work Contract Only)

\* See Handout



## BID SUBMISSION

- Make Sure you Signed the Pre-bid Sign-In Sheet
- Register with the County website in order to receive any notifications or addenda to the solicitation

<http://www.cookcountyl.gov/office-of-the-chief-procurement-officer/>



## BID SUBMISSION

- All questions concerning this solicitation must be received via email no later than:
  - Thursday, June 11, 2015 by 3:00 PM CST
- Submit questions to:  
Danuta Rusin, Senior Contract Negotiator  
[Danuta.Rusin@cookcountyl.gov](mailto:Danuta.Rusin@cookcountyl.gov)





OFFICE OF THE CHIEF PROCUREMENT OFFICER

**SHANNON E. ANDREWS**

CHIEF PROCUREMENT OFFICER

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17th District

## **ADDENDUM NO. 4**

**July 8, 2015**

**County-wide Job Order Contract**

**for**

**Department of Capital Planning & Policy**

**Contract No. 1555-14475**

To: Interested Vendors of Record

### **A. General:**

This addendum revises the above-referenced solicitation. This addendum is issued prior to execution of the contract, forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.

### **B. Acknowledgement:**

Acknowledge receipt of this addendum in the space provided on the bid form on the proposal pages. Failure to do so will subject bidder to disqualification.

### **C. Attachments:**

The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Insert the attachment(s) in the solicitation document in the correct sequence and location. Revise your response to this solicitation to reflect the modifications per this addendum, as applicable.

- Attachment 1: Book 1 - Revised Page 2B
- Attachment 2: Book 1 - Revised Page 79B
- Attachment 3: Book 1 - Revised Page 83B
- Attachment 4: Book 1 - Revised Page 87B
- Attachment 5: Book 1 - Revised Page 91B
- Attachment 6: Book 1 - Revised Page 95B
- Attachment 7: Book 1 - Revised Page 99B
- Attachment 8: Book 1 - Revised Page 103B
- Attachment 9: Book 1 - Revised Page 107B
- Attachment 10: Book 1 - Revised Page 11B
- Attachment 11: Book 1 - Revised Page 115B
- Attachment 12: Book 1 - Revised Page 119B
- Attachment 13: Book 1 - Revised Page 123B



**D. Changes:**

1. Change #1 - Replace Page 2A of Book 1 Solicitation Package with Attachment 1, Revised Page 2B. Bid due date extended from July 10, 2015 to July 24, 2015.
2. Change #2 - Replace Page 79A of Book 1 Solicitation Package with Attachment 2, Revised Page 79B. Revised bid due date.
3. Change #3 - Replace Page 83A of Book 1 Solicitation Package with Attachment 3, Revised Page 83B. Revised bid due date.
4. Change #4 - Replace Page 87A of Book 1 Solicitation Package with Attachment 4, Revised Page 87B. Revised bid due date.
5. Change #5 - Replace Page 91A of Book 1 Solicitation Package with Attachment 5, Revised Page 91B. Revised bid due date.
6. Change #6 - Replace Page 95A of Book 1 Solicitation Package with Attachment 6, Revised Page 95B. Revised bid due date.
7. Change #7 - Replace Page 99A of Book 1 Solicitation Package with Attachment 7, Revised Page 99B. Revised bid due date.
8. Change #8 - Replace Page 103A of Book 1 Solicitation Package with Attachment 8, Revised Page 103B. Revised bid due date.
9. Change #9 - Replace Page 107A of Book 1 Solicitation Package with Attachment 9, Revised Page 107B. Revised bid due date.
10. Change #10 - Replace Page 111A of Book 1 Solicitation Package with Attachment 10, Revised Page 111B. Revised bid due date.
11. Change #11 - Replace Page 115A of Book 1 Solicitation Package with Attachment 11, Revised Page 115B. Revised bid due date.
12. Change #12 - Replace Page 119A of Book 1 Solicitation Package with Attachment 12, Revised Page 119B. Revised bid due date.
13. Change #13 - Replace Page 123A of Book 1 Solicitation Package with Attachment 13, Revised Page 123B. Revised bid due date.



ORIGINATED BY:  
Danuta Rusin  
Senior Contract Negotiator



SHANNON E. ANDREWS  
CHIEF PROCUREMENT OFFICER





Cook County

---

SENT ELECTRONICALLY TO THOSE WHO HAVE REGISTERED. ANNOUNCEMENTS OR INFORMATION ABOUT THE BID CAN BE ALSO BE DOWNLOADED FROM THE WEBSITE.

COOK COUNTY IS AN EQUAL OPPORTUNITY PURCHASER. SMALL BUSINNES ENTERPRISES, MINORITY OR WOMEN OWNED BUSINESS ENTERPRISES (M/WBE), AND/OR DISADVANTAGED BUSINESS ENTERPRISES (DBE) ARE ENCOURAGED TO SUBMIT BID PROPOSALS. THE COUNTY HAS SET CONTRACT SPECIFIC GOALS BASED ON THE SCOPE OF WORK FOR THE PARTICULAR CONTRACT. INQUIRIES REGARDING THE M/WBE PROGRAM OR PARTICIPATION IN THESE CONTRACTS SHOULD BE DIRECTED TO THE OFFICE OF CONTRACT COMPLIANCE AT (312) 603-5502.

**TWO (2) PRE-BID CONFERENCES** WILL BE HELD FOR THIS SOLICITATION. THE FIRST PRE-BID CONFERENCE WILL BE ON **TUESDAY, JUNE 2, 2015 AT 10:00 A.M. CST** AT THE JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH STREET, CHICAGO, ILLINOIS 60601, ASSEMBLY HALL (LOCATED IN THE LOWER LEVEL ADJACENT TO THE FOOD COURT). THE SECOND PRE-BID CONFERENCE WILL BE ON **THURSDAY, JUNE 4, 2015 AT 10:00 A.M. CST** AT BROOKFIELD ZOO, 3300 GOLF ROAD, BROOKFIELD, IL 60513. DRIVING DIRECTIONS TO THE SOUTH PARKING LOT ARE PROVIDED BELOW.

BROOKFIELD ZOO IS LOCATED AT 1ST AVENUE AND 31ST STREET IN BROOKFIELD, ILLINOIS, APPROXIMATELY 14 MILES WEST OF DOWNTOWN CHICAGO. FOR INFORMATION CALL 708-688-8341.

FROM CHICAGO, THE ZOO IS ACCESSIBLE FROM THE EISENHOWER EXPRESSWAY-I-290 WESTBOUND. EXIT AT 1ST AVENUE SOUTH. FROM THE NORTH, TAKE THE TRI-STATE TOLLWAY-I-294 SOUTH, THEN EXIT AT 22ND STREET EAST. TRAVELING FROM THE SOUTH, TAKE THE TRI-STATE TOLLWAY-I-294 NORTH, TO THE STEVENSON EXPRESSWAY-I-55 NORTH TO CHICAGO, THEN EXIT AT 1ST AVENUE NORTH.

WHEN ON 1ST AVENUE FOLLOW THE SIGNS SOUTH TO THE SOUTH ENTRANCE. LOCATED WEST OF FIRST AVENUE ON RIDGEWOOD.

JUST PAST THE RIVERSIDE BROOKFIELD HIGH SCHOOL THE FIRST BLOCK YOU COME TO IS GOLF ROAD MAKE A RIGHT TURN

ALL QUESTIONS REGARDING THIS BID ARE DUE ON **THURSDAY, JUNE 11, 2015 NO LATER THAN 3:00 P.M. CST**. EMAIL ALL QUESTIONS TO DANUTA RUSIN, SENIOR CONTRACT NEGOTIATOR (312-603-3948) AT [DANUTA.RUSIN@COOKCOUNTYIL.GOV](mailto:DANUTA.RUSIN@COOKCOUNTYIL.GOV)

**BIDS ARE DUE AND MUST BE DEPOSITED IN THE BID BOX AT ROOM 1018, COUNTY BUILDING LOCATED AT 118 N. CLARK STREET, CHICAGO, ILLINOIS 60602 NO LATER THAN 10:00 A.M. CST ON FRIDAY, JUNE-26, 2015 ~~JULY 10, 2015~~ JULY 24, 2015.**

THE COOK COUNTY BOARD OF COMMISSIONERS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR AWARD CONTRACTS TO MORE THAN ONE BIDDER.

**BY ORDER OF THE BOARD OF COMMISSIONERS OF COOK COUNTY**

**TONI PRECKWINKLE, COOK COUNTY PRESIDENT**

**SHANNON E. ANDREWS, COOK COUNTY CHIEF PROCUREMENT OFFICER**



3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2G

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on ~~July 10, 2015~~ July 24, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BIDDER NAME:**

\_\_\_\_\_



3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2M

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on ~~July 16, 2015~~ July 24, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BIDDER NAME:**

\_\_\_\_\_



3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2E

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on ~~July 10, 2015~~ July 24, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BIDDER NAME:**

\_\_\_\_\_



Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2SW

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on July 10, 2015 July 24, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BIDDER NAME:**

\_\_\_\_\_



Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2SW

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on ~~July 10, 2015~~ July 24, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

**BIDDER NAME:**

\_\_\_\_\_



3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2R

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on ~~July 10, 2015~~ July 24, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

**BIDDER NAME:**

\_\_\_\_\_





OFFICE OF THE CHIEF PROCUREMENT OFFICER

**SHANNON E. ANDREWS**

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board  
of Commissioners

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

ELIZABETH ANN DOODY GORMAN

17th District

**ADDENDUM NO. 5**

**July 14, 2015**

**County-wide Job Order Contract**

**for**

**Department of Capital Planning & Policy**

**Contract No. 1555-14475**

To: Interested Vendors of Record

**A. General:**

This addendum revises the above-referenced solicitation. This addendum is issued prior to execution of the contract, forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.

**B. Acknowledgement:**

Acknowledge receipt of this addendum in the space provided on the bid form on the proposal pages. Failure to do so will subject bidder to disqualification.

**C. Attachments:**

The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Insert the attachment(s) in the solicitation document in the correct sequence and location. Revise your response to this solicitation to reflect the modifications per this addendum, as applicable.

- Attachment 1: Book 1 - Section 7 Exhibit M – Coalition of Unionized Public Employees (C.O.U.P.E) Trades – Page 235 – 255.

**D. Changes:**

1. Change #1 – Insert Attachment 1 to Book 1 Solicitation Package. C.O.U.P.E Trades provided.



ORIGINATED BY:  
Danuta Rusin  
Senior Contract Negotiator



SHANNON E. ANDREWS  
CHIEF PROCUREMENT OFFICER





## Exhibit M - Coalition of Unionized Public Employees (C.O.U.P.E.) Trades

## APPENDIX A

## Architectural &amp; Ornamental Iron Workers' Union, Local #63

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2336	Architectural Iron Worker	\$42.90/hr.	06-01-13
2335	Architectural Iron Worker Foreman	\$45.40/hr.	06-01-13
2334	Master Locksmith	\$42.90/hr.	06-01-13

UNION: Architectural &amp; Ornamental Iron Workers' Union, Local 63

BY:

  
Larry McNiff, Business Manager



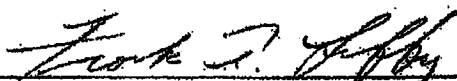
# APPENDIX A

## Chicago and Northeast Illinois District Council of Carpenters, Local 13

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2317	Carpenter	\$42.52	06-01-13
2318	Carpenter Foreman	\$45.02	06-01-13
2321	Lather	\$42.52	06-01-13
2364	Upholsterer	\$34.01	06-01-13
2366	Maintenance Worker	\$24.92	06-01-13
2367	Maintenance Worker Foreman	\$26.09	06-01-13
1404	Building & Zoning Inspector I	\$42.52	06-01-13
1415	Building & Zoning Inspector II	\$42.52	06-01-13
1412	Fire Prevention Inspector	\$42.52	06-01-13
1402	Building & Construction Plan Examiner I	\$42.52	06-01-13
1420	Zoning Plan Examiner I	\$42.52	06-01-13

UNION: Chicago Regional District Council of Carpenters

BY:

  
 Frank T. Libby, Executive Secretary-Treasurer

BY:

  
 Thomas E. Ryan, Jr., Business Representative, Local 13



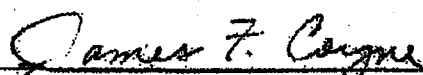
APPENDIX A

Chicago Journeyman Plumbers Union, Local 130, U.A.

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2348	Chief Plumbing Inspector	\$51.99	06-01-13
2350	Plumber	\$46.05	06-01-13
2352	Plumber Foreman	\$48.05	06-01-13
2353	Plumbing Inspector/Foreman	\$48.05	06-01-13
2349	Plumbing Plan Examiner	\$48.05	06-01-13

UNION: Chicago Journeyman Plumbers Union, Local 130, UA

BY:

  
James Coyne, Business Manager



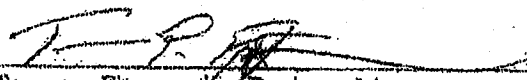
APPENDIX A

Glaziers, Architectural Metal and Glass Workers Union, Local 27, Chicago & Vicinity

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2320	Glazier	\$40.00	6/1/13

UNION: Glaziers, Architectural Metal & Glass Workers Union, Local 27, Chicago & Vicinity

BY:

  
Terrence Fitzmaurice, Business Manager



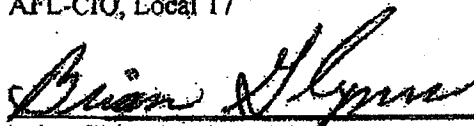
# APPENDIX A

International Association of Heat and Frost Insulators  
& Asbestos Workers, AFL-CIO, Local 17

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2342	Pipe coverer	\$46.95	06-01-13
2368	Pipcoverer Foreman	\$49.45	06-01-13
2388	Pipcoverer Material Handler	\$35.21	06-01-13
2389	Pipcoverer Pre-Apprentice		06-01-13

UNION: International Association of Heat & Frost Insulators and Asbestos Workers,  
AFL-CIO, Local 17

BY:

  
Brian Glynn, Business Manager



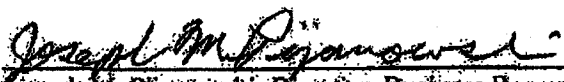
APPENDIX A

International Association of Machinists & Aerospace Workers,  
AFL-CIO, Local 126

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2331	Machinist	\$43.92	07-01-13
2339	Machinist Foreman	\$46.42	07-01-13

UNION: International Association of Machinists & Aerospace Workers,  
AFL-CIO, Local 126

BY:

  
Joseph M. Pijanowski, Directing Business Representative



APPENDIX A

International Brotherhood of Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers & Helpers, Local Lodge No. 1

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2307	Boilermaker/Blacksmith	\$42.13	7/1/13
2310	Boilermaker/Welder	\$42.13	7/1/13

UNION: International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths,  
Forgers & Helpers, Local Lodge 1

BY:

  
John Riel, Business Manager, Secretary-Treasurer




# APPENDIX A

## International Brotherhood of Electrical Workers, Local 134 (IBEW)

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2390	Biomedical Electrical Technician	\$43.00	6/3/13
2391	Biomedical Electrical Technician Foreman	\$46.00	6/3/13
2327	Chief Electrical Inspector	\$49.00	6/3/13
2328	Electrical Equipment Technician	\$43.00	6/3/13
2346	Electrical Equipment Technician Foreman	\$46.00	6/3/13
2330	Electrical Inspector	\$46.00	6/3/13
2329	Electrical Mechanic	\$43.00	6/3/13
2323	Electrical Plan Examiner	\$46.00	6/3/13
2324	Electrician	\$43.00	6/3/13
2326	Electrician Foreman	\$46.00	6/3/13
2379	Telecommunications Electrician	\$43.00	6/3/13
2378	Telecommunications Electrical Foreman	\$46.00	6/3/13

UNION: International Brotherhood of Electrical Workers, Local 134



BY: Terry Allen, Business Manager



BY: Don Finn, Business Representative and Financial Recording Secretary



APPENDIX A

International Union of Elevator Constructors, Local No. 2

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
1411	Elevator Inspector	\$56.14	1/1/14
1413	Elevator Mechanic	\$49.90	1/1/14

UNION: International Union of Elevator Constructors, Local 2

BY:

  
Dan Baumann, Business Manager



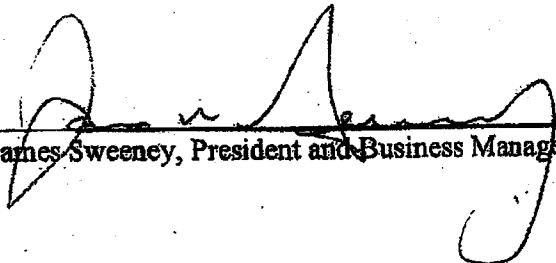
## APPENDIX A

International Union of Operating Engineers, Local 150, AFL-CIO

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2372	Road Equipment Operator	\$44.30	6/1/13
2373	R.E.O. (Master Mechanic)	\$47.30	6/1/13
2376	R.E.O. (Master Mechanic) Foreman	\$48.30	6/1/13

UNION: International Union of Operating Engineers, Local 150, AFL-CIO

BY:

  
James Sweeney, President and Business Manager



APPENDIX A

Journeyman Plasterers Protective and Benevolent Society, Local #5

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2361	Plasterer	\$45.25	07-01-13

UNION: Journeyman Plasterers Protective and Benevolent Society, Local 5

BY:

  
John A. Manley, Business Manager



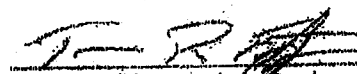
APPENDIX A

Painters' District Council No. 14,  
International Brotherhood of Painters and Allied Trades

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2354	Painter	\$40.75	6/1/13
2356	Painter Foreman	\$45.75	6/1/13
4008	Painter Apprentice		6/1/13

UNION: Painters' District Council No. 14, International Brotherhood of Painters and Allied Trades

BY:

  
Terrence Fitzmaurice, Business Manager



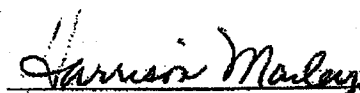
## APPENDIX A

### Pipe Fitters Association, U.A., Local 597

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2344	Steamfitter	\$46.00	06-01-13
2345	Steamfitter Foreman	\$49.00	06-01-13
2343	Refrigerator Man	\$46.00	06-01-13

UNION: Pipe Fitters Association, UA, Local 597

BY:   
James Buchanan, Business Manager

BY:   
Harrison Mailey, Business Representative



APPENDIX A

Sewer and Tunnel Miners Union, Local No. 2  
Laborers' International Union of North America

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2392	Laborer	\$37.00	6/1/13
2393	Laborer I	\$37.00	6/1/13
2394	Laborer II	\$37.40	6/1/13
2396	Laborer Foreman (Highway)	\$38.10	6/1/13
2395	Laborer Foreman	\$38.10	6/1/13
2363	Plaster Helper	\$37.00	6/1/13

UNION: Sewer & Tunnel Miners Union, Local 2  
Laborers' International Union of North America

BY:

  
Douglas Binder, Secretary-Treasurer



APPENDIX A

Sheet Metal Workers' International Association, Local No. 73

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2340	Tinsmith	\$41.21	6/1/13
2341	Tinsmith Foreman	\$44.51	6/1/13
2225	Ventilating Inspector	\$44.51	6/1/13

UNION: Sheet Metal Workers' International Association, Local 73

BY:



Rocco Terranova, President and Business Manager




APPENDIX A

Sign and Pictorial Painters Union, Local 830

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2359	Sign Painter (Shopman)	\$35.29	06-18-2014

UNION: Sign and Pictorial Painters Union, Local 830

BY:

  
Terrence Fitzmaurice, Business Manager



APPENDIX A

State and Municipal Teamsters, Chauffeurs and Helpers Union, Local 700

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2381	Motor Vehicle Driver I	\$34.51	06-01-14
2382	Motor Vehicle Driver II	\$35.16	06-01-14
2371	M.V.D. (Road Repairman)	\$34.51	06-01-14

UNION: State & Municipal Teamsters, Chauffeurs & Helpers Union, Local 700

BY: 



APPENDIX A

Administrative District Council #1 of Illinois

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2311	Bricklayer	\$41.58	6/1/13
2312	Bricklayer Foreman	\$45.74	6/1/13
2431	Marble Polisher	\$30.52	6/1/13

UNION: Administrative District Council #1 of Illinois

BY:

  
James Allen, President

BY:

  
Michael Lowery, Secretary-Treasurer



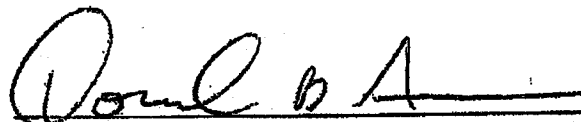
APPENDIX A  
(Cook County Sheriff)

International Brotherhood of Electrical Workers, Local 134 (IBEW)

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2239	Electrical Mechanic	\$43.00	6/3/13

UNION: International Brotherhood of Electrical Workers, Local 134

BY:



Don Finn, Business Representative and Financial Recording Secretary



APPENDIX A

International Union of Operating Engineers, Local 150, AFL-CIO

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2372	Road Equipment Operator	\$44.30	6/1/13
2373	R.E.O. (Master Mechanic)	\$47.30	6/1/13
2376	R.E.O. (Master Mechanic) Foreman	\$48.30	6/1/13

UNION: International Union of Operating Engineers, Local 150, AFL-CIO

BY:

  
James Sweeney, President and Business Manager



APPENDIX A

Administrative District Council #1 of Illinois  
(Cook County Sheriff)

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2431	Marble Polisher	\$30.52	6/1/13

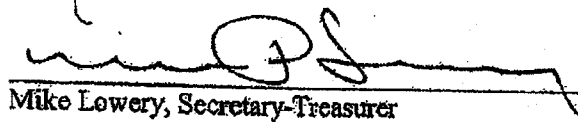
UNION:

Administrative District Council #1 of Illinois

BY:



James Allen, President



Mike Lowery, Secretary-Treasurer